### Santa Ana Unified School District Board of Education

### Regular Board Meeting Agenda

Wednesday, February 15, 2017 6:00 p.m.

### **Board Room**

1601 E. Chestnut Avenue Santa Ana



Valerie Amezcua Vice President John Palacio President Cecilia "Ceci" Iglesias Clerk

Alfonso Alvarez, Ed.D. Member

Stefanie P. Phillips, Ed.D.
Secretary /
Superintendent

Rigo Rodriguez, Ph.D. Member

If special assistance is needed to participate in the Board meeting, please contact the 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 FEBRUARY 15, 2017

### **AGENDA**

### CALL TO ORDER

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

- See Closed Session Agenda below for matters to be considered at this time.
- A. With respect to every item of business to be discussed in Closed Session pursuant to Education Code Sections 35146 and 48918:

### STUDENT EXPULSIONS AND DISCIPLINE ISSUES

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

### PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

C. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR:

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

D. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54956.9 Section C - (b) (1):

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: SUSD-006725; LPD 1603159 DP

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: 30-2016-00842696-CU-WM-CJC

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

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

### PLEDGE OF ALLEGIANCE

### HIGH SCHOOL STUDENT AMBASSADORS

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

 Century – Nallely Perez; Godinez Fundamental – Teddy Moreno; Lorin Griset Academy – Lidia Garcia; Middle College – Alberto Cruz; Santa Ana – Cesar Baranda

### RECOGNITIONS / ACKNOWLEDGMENTS

- Santa Ana High School's CIF 2016 Finalist Football Team
- Certificated Employee of the Month for February 2017, Kristine Pollard
- Classified Employee of the Month for February 2017, Nancy Aguirre

### 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 <u>three minutes</u> to address the Board on agenda or non-agenda items.

### 1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Special Board Meeting Minutes January 17, 2017 and Regular Board Meeting Minutes January 24, 2017
- 1.2 Approval of Board Members to Attend Educating for Careers Conference Student Success through Career Technical Education, March 5 through March 7, 2017, in Sacramento, California
- 1.3 Approval of Board Members to Attend California Association for Bilingual Education 2017 Conference from March 29 through April 1, 2017 in Anaheim, CA
- 1.4 Acceptance of Gifts in Accordance with Board Policy 3290 Gifts, Grants, and Bequests
- 1.5 Approval of Student Expulsions for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.6 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

- 1.7 Approval of Data-Sharing Agreement with Advancement Via Individual Determination Center for February 16 through December 31, 2017
- 1.8 Approval of Data-Sharing Agreement with Santa Ana College for February 16, 2017 through June 30, 2018
- 1.9 Approval of Schoolwide Single Plans for Student Achievement for 2016-17 School Year
- 1.10 Acceptance of National Association of Music Merchants Foundation Turnaround Arts Grant for Willard Intermediate School for February 16 through September 30, 2017
- 1.11 Approval of Master Contract and/or Individual Service Agreement with Nonpublic School and Agency for Student with Disabilities for 2016-17 School Year
- 1.12 Approval of Memorandum of Understanding with Huntington Beach Union High School District for 2016-17 and 2017-18 School Years
- 1.13 Approval of Standard Agreement Amendment with State of California Department of Rehabilitation for 2016-19 School Years
- 1.14 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of January 11, 2017 through January 24, 2017
- 1.15 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of January 11, 2017 through January 24, 2017
- 1.16 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District File Number: LPD 1603159 DP
- 1.17 Approval of Deductive Change Order No. 1 for Bid Package No. 1 Heating, Ventilation, and Air Conditioning Project at Valley High School
- 1.18 Acceptance of Completion of Contract for Bid Package No. 1 Heating, Ventilation, and Air Conditioning Project at Valley High School
- 1.19 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

Items removed from Consent Calendar for discussion and separate act	tion
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### **PRESENTATION**

• Budget Update – Governor's Proposed Budget

### **REGULAR AGENDA - ACTION ITEMS**

- 2.0 Approval of Facilities Lease Agreement Between Santa Ana Unified School District and Rancho Santiago Community College for District Property at 1325 E. Fourth Street, Santa Ana
- 3.0 Approval of the District's Response to the Grand Jury Report
- 4.0 Authorization to Award a Contract to First Carbon Solutions for California Environmental Quality Act Compliance for Relocation of Portables
- 5.0 Authorization to Award a Contract to Donald Krotee Partnership, Inc. for Design Services for Relocation of Portables
- 6.0 Acceptance of 2015-16 Measure G Independent Financial and Performance Audit Report
- 7.0 Adoption of Resolution No. 16/17-3164 Authorize the Establishment of the Retiree Benefit Fund for Santa Ana Unified School District
- 8.0 Adoption of Resolution No. 16/17-3165 Authorizing the Transfer of Funds from the Special Reserve Fund for Post Employment Benefits to the Retiree Benefit Fund
- 9.0 Authorization to Award a Contract for Bid Package No. 1 Temporary and Permanent Kitchen at Santa Ana High School
- 10.0 Approval of New Job Description: Director, Transition Support Services
- 11.0 Approval of Representatives to Delegate Assembly for California School Boards Association Region 15
- 12.0 Adoption of Resolution No. 16/17-3166 Proclaiming February, 2017 as School Counselor 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)

- 13.0 Board Policy (BP) 3290 Gifts, Grants and Bequests (Revised: For Adoption)
- 14.0 Board Policy (BP) 3512.1 Key and Access Control (Revised: Adoption)
- 15.0 Board Policy (BP) 3541 Transportation Routes and Services (New: For Adoption)
- 16.0 Board Policy (BP) 3553 Free and Reduced Price Meals (Revised: For Adoption)
- 17.0 Board Policy (BP) 3610 Taxable and Non-Taxable Fringe Benefits (New: For Adoption)

- 18.0 Board Policy (BP) 4117.3 Personnel Reduction (Revised: For Adoption)
- 19.0 Board Bylaw (BB) 9240 Board Training (Revised: For Adoption)
- 20.0 Board Bylaw (BB) 9323 Meeting Conduct (Revised: For Adoption)
- 21.0 Board Policy (BP) 3511 Energy and Water Conservation (Revised: First Reading)
- 22.0 Board Policy (BP) 3511.1 Integrated Waste Management (Revised: First Reading)
- 23.0 Board Policy (BP) 3514 Environmental Safety (Revised: First Reading)
- 24.0 Board Policy (BP) 3514.1 Hazardous Substance (Revised: First Reading)
- 25.0 Board Policy (BP) 3515 Campus Security (Revised: First Reading)
- 26.0 Board Policy (BP) 4112.2 Certification (Revised: First Reading)
- 27.0 Board Policy (BP) 4115 Evaluation/Supervision (Revised: First Reading)
- 28.0 Board Policy (BP) 4315 Evaluation/Supervision (Revised: First Reading)
- 29.0 Board Policy (BP) 6161.1 Selection and Evaluation of Instructional Materials (Revised: First Reading)
- 30.0 Board Policy (BP) 7110 Facilities Master Plan (Revised: First Reading)
- 31.0 Board Policy (BP) 7100.1 As-Built Construction Drawings (Revised: First Reading)

### **BOARD REPORTS**

### **ADJOURNMENT**

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on <u>Tuesday</u>, March 14, 2017, at 6:00 p.m.

### AGENDA ITEM BACKUP SHEET February 15, 2017

### **Board Meeting**

TITLE: Santa Ana High School's CIF 2016 Finalist Football Team

ITEM: Recognition

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 recognize Santa Ana High School's football team and coach Charlie TeGantvoort "Coach T" for qualifying to the CIF Southern Section High School Football Playoffs.

### **RATIONALE:**

The Board is recognizing Santa Ana High School's outstanding football student athletes for being the 2016 Golden West Champions, and Coach T, who helped the team get there. This is the first league title in 31 years for Santa Ana High School.

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, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs."

### **FUNDING:**

No Fiscal Impact

### **RECOMMENDATION:**

Recognize Santa Ana High School's CIF 2016 finalist football team.

LP:sz

### AGENDA ITEM BACKUP SHEET February 15, 2017

### **Board Meeting**

TITLE:

Certificated Employee of the Month for February 2017, Kristine

Pollard

ITEM:

Recognition

SUBMITTED BY: PREPARED BY:

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Certificated Employee of the Month for February 2017.

### **RATIONALE:**

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for February 2017. The members have selected Kristine Pollard, Teacher, Jefferson Elementary School.

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Recognize Kristine Pollard as Certificated Employee of the Month for February 2017.



### AGENDA ITEM BACKUP SHEET February 15, 2017

### **Board Meeting**

TITLE: Classified Employee of the Month for February 2017, Nancy Aguirre

ITEM: Recognition

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 recognize the Classified Employee of the Month for February 2017.

### **RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for February 2017. The members have selected Nancy Aguirre, Instructional Assistant Severely Disabled, Kennedy Elementary School.

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Recognize Nancy Aguirre as Classified Employee of the Month for February 2017.

MAM:nr:ea

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

MINUTES

SPECIAL BOARD MEETING SANTA ANA BOARD OF EDUCATION

January 17, 2017

CALL TO ORDER

The meeting was called to order at 5:04 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua, Dr. Alvarez, and Dr. Rodriguez.

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.

### PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Board Vice President Amezcua.

Cabinet members present were Dr. Phillips, Dr. Haglund, Dr. Heatley, Mr. McKinney, Ms. Douglas, Dr. Jimenez, Ms. Lohnes, Ms. Pueblos, and Mr. Williams. Maria Ott, Ph.D., Independent Consultant was also in attendance. She provided assistance and helped facilitate Special Board Meeting.

Ms. Iglesias arrived at 5:04 p.m.

### DISCUSSION

- Superintendent's Update: Vision Superintendent / District
- Board Protocols
- Characteristics of Effective Boards

Superintendent Phillips opened the Special Board Meeting and greeted all in attendance. Dr. Phillips provided the Board of Education a brief overview on the SAUSD Leadership Symposiums followed by her First 100-Days Presentation entitled "Classroom, Community, and Connectedness".

At the conclusion of the presentation, Dr. Ott opened the floor for Board reflections. Each Board member expressed comments and provided feedback to the Superintendent.

### ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 7:37 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, January 24, 2017, at 6:00 p.m.

ATTEST:

Stefanie P. Phillips, Ed.D.
Secretary
Santa Ana Board of Education

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

### MINUTES

### REGULAR MEETING SANTA ANA BOARD OF EDUCATION

January 24, 2017

### CALL TO ORDER

The meeting was called to order at 5:06 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua, Dr. Alvarez, and Dr. Rodriguez.

### CLOSED SESSION PRESENTATIONS

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

There were no individuals wishing to address the Board.

### RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 5:06 p.m. to consider student expulsion, negotiations, anticipated litigation, and real property negotiations.

Ms. Iglesias arrived at 5:16 p.m.

### RECESS TO REGULAR BOARD MEETING

The Closed Session meeting was recessed at 6:20 p.m.

### RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:30 p.m.

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

### PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Adriana Avalos,  $8^{\rm th}$  grade student at McFadden Intermediate School.

### HIGH SCHOOL STUDENT AMBASSADORS

Chavez - Juana Zamora; REACH Academy - Michael Hernandez; Saddleback - Stephanie Duarte; Segerstrom - Genesis Cortez; Santa Ana Valley - Alexander Duarte

Katherine, Michael, Genesis, and Alexander provided highlights to the Board of current events, information, and activities at their respective high schools.

### RECOGNITIONS / ACKNOWLEDGMENTS

### Certificated Employee of the Month for January 2017, Caran Holland

Caran Holland, Teacher at Spurgeon Intermediate School at Spurgeon Intermediate School was selected as the January Certificated Employee of the Month because her passion, commitment, and skill are inspiring to students, colleagues and the community.

### Classified Employee of the Month for January 2017, Pilar Sanchez

Pilar Sanchez, Library Media Technician at Willard Intermediate School was selected as the February Classified Employee of the Month because her professionalism, work ethic, and dedication to providing Willard's students with an experience that motivates them to enjoy literature and to reap the benefits of reading.

Change in Order of Agenda

### PUBLIC PRESENTATIONS

Barbara Pearson addressed the Board related to the academic school calendars. Sheri Johnson addressed the Board related to the Math Matters competition. Paul Zive addressed the Board related to a charter school moratorium. Michael Leon, Eddie Leon, Marla Bock, Elizabeth De La Torre, Patricia Cortez, Erika Pereyra, and Margarita Gonzalez addressed the Board related to CSEA the impasse.

### SUPERINTENDENT'S REPORT

Superintendent Phillips invited the Santa Ana Community to attend the celebration of the Santa Ana High School Saints Football Team, Saturday, January 28, at 2:00 p.m. in front of the Yost Theatre in Downtown Santa Ana. Dr. Phillips mentioned there were 130 students from China visiting Heninger and Santa Ana High School, as well as 50 students from Zacatecas, Mexico, who traveled with their band, to perform for Santa Ana High School students. She also mentioned in honor of Dr. Martin Luther King Jr. Day, she had the pleasure of speaking to about 100 students at Santa Ana Valley High School about the importance of dreaming and taking steps to achieve their goals.

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Dr. Phillips congratulated the SAUSD Classified Employees of the Year; Eloise Sanchez, Office Manager at Davis Elementary School, Joe Miramontes, Plant Custodian at Mendez Fundamental Intermediate School, and Yarelli Rebiah, Library Media Technician at Kennedy Elementary School. Superintendent Phillips concluded her report by stating the SAUSD management team had a very productive and interactive mid-year Leadership Symposium.

### 1.0 APPROVAL OF CONSENT CALENDAR

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to approve the Consent Calendar as follows:

- 1.1 Approval of Annual Organizational and Regular Board Meeting Minutes December  $\overline{13}$ , 2016
- $\frac{\text{Approval to Reschedule Regular Meeting of Board of Education}}{14,\ 2017\ \text{to February }15,\ 2017}$
- 1.3 Approval of Board Members to Attend California School Boards Association Masters in Governance Program and Brown Act Workshop from February through June 2017 in San Bernardino, Riverside, and San Diego, CA
- 1.4 2016-17 Summarized Data of Williams Settlement Second Quarterly Report
- $\frac{\text{Acceptance of Gifts}}{\text{Bequests}}$  in Accordance with Board Policy 3290 Gifts, Grants, and
- 1.6 Approval of Student Expulsions for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

367660 - Century

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 24, 2018.

355140 - McFadden

For the violation of Education Code Section 48900, paragraph N, .2 that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 24, 2018.

369843 - Spurgeon

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 24, 2018.

365078 - Villa

For the violation of Education Code Section 48900, paragraph A, B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 24, 2018.

1.7 <u>Approval of Extended Field Trip(s)</u> in Accordance with Board Policy (BP) 6153 - School-Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School-Sponsored Trips

- 1.8 <u>Approval of Agreement</u> with California Office to Reform Education Districts for January 25 through June 30, 2017
- 1.9 Approval of College and Career Readiness Plan
- 1.10 Approval of Data-Sharing Agreements with Harvard Graduate School of Education and its Center for Education Policy Research, Achieve3000, MIND Research Institute, and Newsela for January 25, 2017 through June 30, 2018
- 1.12 Approval of Adoption of High School Advanced Placement Physics 1 and 2 Textbook
- 1.13 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of November 23, 2016 through January 10, 2017
- 1.14 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of November 23, 2016 through January 10, 2017
- 1.15 Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District File Numbers: LBI 1603018 RV, LBI 1603105 RV and LPD 1603067 DP
- 1.16 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

### REGULAR AGENDA - ACTION ITEMS

Change in Order of Agenda

- 3.0 APPROVAL OF SANTA ANA UNIFIED SCHOOL DISTRICT'S (SAUSD) INITIAL BARGAINING PROPOSAL TO SANTA ANA EDUCATORS' ASSOCIATION (SAEA) FOR 2017-18 SCHOOL YEAR
  - It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to approve the Santa Ana Unified School District's (SAUSD) Initial Bargaining Proposal to the Santa Ana Educators' Association (SAEA) for the 2017-18 school year.
- 4.0 AUTHORIZATION TO AWARD CONTRACT FOR ELEVATOR MAINTENANCE, INSPECTION AND REPAIR DISTRICTWIDE
  - It was moved by Dr. Alvarez, seconded by Ms. Amezcua, and carried 5-0, to authorize staff to award a contract, pursuant to Bid No. 08-17, to Vertical Transport Inc., for districtwide elevator maintenance, inspection and repair for 1-year with four possible yearly renewals, for an amount not to exceed \$100,000.

- 5.0 AUTHORIZATION TO REJECT ALL BIDS AND REBID FOR BID PACKAGE NO. 1 COOLING TOWER PUMPS AT KING AND PIO PICO ELEMENTARY SCHOOLS
  - It was moved by Ms. Iglesias, seconded by Dr. Rodriguez, and carried 5-0, to authorize staff to reject all bids and rebid for Bid Package No. 1 Cooling Tower Pumps at King and Pio Pico Elementary Schools.
- 6.0 APPROVAL OF THE BUDGET AND CONSTRUCTION OF THE ADMINISTRATION AND INSTRUCTIONAL BUILDING AT THE MITCHELL CHILD DEVELOPMENT CENTER PHASE 3 (FINAL PHASE)
  - It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to approve the budget and bidding of the Mitchell CDC administration and instructional building Phase 3 (final phase).
- 7.0 APPROVAL OF FACILITIES LEASE AGREEMENT BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND RANCHO SANTIAGO COMMUNITY COLLEGE FOR DISTRICT PROPERTY ON 1325 E. FOURTH ST.
  - Item pulled / no action taken
- 8.0 APPROVAL OF PLAN TO RELOCATE AND DEMOLISH SURPLUS PORTABLES AT MCFADDEN INTERMEDIATE SCHOOL
  - It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to approve plan to demolish and/or relocate surplus portables at McFadden Intermediate School to other school sites.
- 9.0 ADOPTION OF RESOLUTION NO. 16/17-3158 INTENT TO GRANT EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR A RIGHT OF WAY TO ACCESS SYSTEMS USED FOR THE PURPOSE OF PROVIDING ELECTRICAL POWER TO VEHICLE CHARGING STATIONS AT SANTA ANA HIGH SCHOOL
  - It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to adopt Resolution No. 16/17-3158 to declare intent to grant an easement to Southern California Edison for a right of way to access systems used for the purpose of providing electrical power to vehicle charging stations at Santa Ana High School.
- 10.0 ADOPTION OF RESOLUTION NO. 16/17-3162 PROCLAIMING FEBRUARY 2017 AS AFRICAN AMERICAN HISTORY MONTH
  - It was moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 5-0, to adopt Resolution No. 16/17-3162 proclaiming February 2017 as Santa Ana Unified School District's African American History Month.

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### NEW AND REVISION OF EXISTING BOARD POLICIES - First Reading / No Action Required The Board may direct the revision of any regulation which it finds inconsistent with Board policy. (Board Bylaw 9312)

- 11.0 Board Policy (BP) 1234 Taxable and Non-Taxable Fringe Benefits (New: First Reading)
- 12.0 Board Policy (BP) 3541 Transportation Routes and Services (New: First Reading)
- 13.0 Board Policy (BP) 3290 Gifts, Grants and Bequests (Revised: First Reading)
- 14.0 Board Policy (BP) 3553 Free and Reduced Price Meals (Revised: First Reading)
- 15.0 Board Policy (BP) 3512.1 Control of District Keys (Revised: For First Reading)
- 16.0 Board Policy (BP) 4117.3 Personnel Reduction (Revised: First Reading)
- 17.0 Board Bylaw (BB) 9240 Board Training (Revised: First Reading)
- 18.0 Board Bylaw (BB) 9323 Meeting Conduct (Revised: First Reading)

Change in Order of Agenda

2.0 APPROVAL OF ACADEMIC CALENDARS FOR 2017-18, 2018-19, AND 2019-20 SCHOOL YEARS

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-1, Dr. Rodriguez dissenting, to approve the recommended calendar option "A" for the 2017-18, 2018-19, and 2019-20 school years. The student calendars for 2018-19 and 2019-20 will follow the same format as 2017-18 option "A". Calendars attached.

Change in Order of Agenda

### BOARD AND STAFF REPORTS/ACTIVITIES

### Dr. Alvarez

- Participated in the toy giveaway at Fremont Elementary School;
- Participated at CENA event;
- Had the opportunity to be a speaker at the Youth and Government Conference.

### Ms. Iglesias

- Wished everyone a Happy New Year;
- Participated in a Study Session with Superintendent and School Board;
- Attended the First Annual Martin Luther King Jr. Breakfast.

### Dr. Rodriguez

- Gave a Latino/Latina Studies class at SAHS on January 18th;
- Looking forward to Principal for a Day at Valley High School;
- Plans to visit every elementary school within the next three to four months;
- Appreciated CSEA's presence voicing an interest.

### Ms. Amezcua

- Attended the Resilience Rising: A Community Celebration, Honoring Spurgeon Intermediate's Social Justice Club;
- Thanked the facilities department for their hard work;
- Attended the Joven Noble Conference;
- Participated at CENA thanked everyone who volunteered;
- Ended comments in honor of former employee, Minerva Anaya, Food Service Worker.

### Mr. Palacio

- Announced Relampago del Cielo Student Showcase at SAHS on January 28<sup>th</sup>;
- Mentioned the SAHS Arts Conservatory article;
- Thanked the facilities staff for their hard work after the storms and all the work at Mitchell CDC;
- Attended the Martin Luther King Jr. Day Recognition.

### MEETING RECESS

The Regular Board meeting was recessed at 9:13 p.m. to consider negotiations, and real property negotiations

### RECONVENE OPEN MEETING

The Regular meeting of the Board of Education was reconvened at 11:02 p.m.

### REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 5-0, the Board took action approve to terminate preliminary sales agreement without liability and proceed with issuing a Notice of Termination.

Moved:	Palacio	Amezcua X	Iglesias	Alvarez	Rodriguez
Seconded:	Palacio	Amezcua	Iglesias	Alvarez X	Rodriguez
Ayes:	Palacio X	Amezcua X	Iglesias X	Alvarez X	Rodriguez X
Noes:	Palacio	Amezcua	Iglesias	Alvarez	Rodriguez
Final Vote:	Ayes5 Noe	es0_ Abstair	n Absent		

Minutes Book Page 394 Minutes January 24, 2017 Board of Education

### ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 11:03 p.m. by Board President Palacio.

The next Regular Meeting will be held on Wednesday, February 15, 2017, at 6:00 p.m.

ATTEST:

Stefanie P. Phillips, Ed.D. Secretary Santa Ana Board of Education

LAST NAME	POSITION	SITE	EFF. DATE	EFF. DATE END DATE	COMMENTS
RESIGNATIONS					
Barboza, Marlene	Teacher	Valley	December 16, 2016		Other - 3 years
Bennett, John W.	Assistant Principal	Villa	December 9, 2016		Accepted another position - 17 years
Valdez, Javier	Counselor	Valley	December 9, 2016		Accepted another position - 9 years
NEW HIRES/RE-HIRES 2016-17	3 2016-17				
Ellis, Melissa	Nurse	Pupil Support Services	December 19, 2016		New Hire - Probationary I
					i
OFFER OF EMPLOYMENT	ENT				
Celaya, Candida	Teacher-Business and Finance	ROP	December 6, 2016 June 22, 2017	June 22, 2017	New Hire - 44910
LEAVE (21 duty days or more) - Withou	more) - Without Pa	it Pay and Without Benefits	fits		
MacLeod, Olivia	Teacher	Mitchell	January 17, 2017 June 22, 2017	June 22, 2017	Child Care
Pickrell, Laura	Teacher	Carver	January 31, 2017 June 22, 2017		Family Responsibilities

Mark A. McKinney, Associate Superintendent, Human Resources

TOT 12 THE CHILD ST. TOTAL	, TOP (17)		==		
LAST NAME	POSITION	SITE	EFF. DATE	EFF. DATE END DATE	COMMENTS
<b>STIPENDS 2016-17</b>					
F 17:17		·			GATE Site
Settich, Laurette		Century	2016-17		Coordinator
Peterson, Erik		Santiago	2016-17		AVID Coordinator
GRADE LEVEL LEADS 2016-17	S 2016-17				
			:		
Alkire, Leticia		Kennedy	2016-17		
Blanco, Maribel		Kennedy	2016-17		
Ellis, Diana		Kennedy	2016-17		
Gil, Patricia		Kennedy	2016-17		
Magdaleno, Saray		Kennedy	2016-17		
Perez, Rossana		Kennedy	2016-17		
Rivas, Maria I.		Kennedy	2016-17		
Gutierrez, George		Monte Vista	2016-17		
Harney, Jamie		Monte Vista	2016-17		
Pesanti, Jamie		Monte Vista	2016-17		
Petrowich, Rebecca		Monte Vista	2016-17		
Sanchez, Juana		Monte Vista	2016-17		
Schwartz, Eran		Monte Vista	2016-17	·	
Domingo, Crystal		Roosevelt	2016-17		
Greenwood, Joy		Roosevelt	2016-17		
Hammitt, Wendy		Roosevelt	2016-17		
Meade, Donna		Roosevelt	2016-17		

Mark A. McKinney, Associate Superintendent, Human Resources

I ACT NAME	DOCTOR	CITATIO	CHAIR A CT CHOICE		
EAST WANTS		SIIE	EFF. DATE END DATE	END DATE	COMMENTS
Con the a management of the control					
GKADE LEVEL LEADS 2016-17 (Continued)	5 2016-17 (Continued				
Rhoads, Rhonda		Roosevelt	2016-17		
Strong, Kenneth		Roosevelt	2016-17		
Woolridge, Ana		Roosevelt	2016-17		
Groves, Mark		Taft	2016-17		
Holley, Lori		Taft	2016-17		
Marosi, Nancy		Taft	2016-17		
Mata-Azvedo, Theresa		Taft	2016-17	1	
Ortega, Jessalyn		Taft	2016-17		
Pfleiderer, Cheryl		Taft	2016-17		
Scheid, Erin		Taft	2016-17	İ	
Terhune, Rohry		Taft	2016-17		
Yen, Ju-Yin		Taft	2016-17		
Zanca, Rita		Taft	2016-17		
ELEMENTARY STUDENT GOVERNMENT/COUNSEL ADVISOR 2016-17	'NT GOVERNMEN'	I/COUNSEL ADVIS	OR 2016-17		
Stern, Heather		Kennedy	2016-17		
FALL SPORTS 2016-17					
Wren, Christopher	Head Coach	Saddleback	2016-17		Golf

Mark A. McKinney, Associate Superintendent, Human Resources

Doal a Meeting - January 27, 2017	, -0.1.				
LAST NAME	POSITION	SITE	EFF. DATE END DATE	END DATE	COMMENTS
ROP HOURLY TEACHER	ER				
Mendoza, Nelida	ROP Hourly Teacher	ROP	December 12, 2016	!	
CONSENTS FOR THE 2016-2017 SCHO	2016-2017 SCHOOL	OOL YEAR - E.C. 44258.7 (b)	.7 (b)		
Barber, Jessica		Santa Ana	2016-17		Competitive Sport
Bondoc, Maria		Godinez	2016-17		Competitive Sport
Butler, Merlo		Century	2016-17		Competitive Sport
Byers, Timothy		Santa Ana	2016-17		Competitive Sport
C'De Baca, Cooper		Godinez	2016-17		Competitive Sport
Cannata, Ernie		Godinez	2016-17		Competitive Sport
Canzone, Nick		Segerstrom	2016-17		Competitive Sport
Caroompas, John III		Segerstrom	2016-17		Competitive Sport
Castaneda Alvarez, Paul		Valley	2016-17		Competitive Sport
Castanha, William		Segerstrom	2016-17		Competitive Sport
Cavanaugh, John	;	Century	2016-17		Competitive Sport
Chavez, Michael		Santa Ana	2016-17		Competitive Sport
Conover, Matthew		Valley	2016-17	:	Competitive Sport
Corradino, Damian		Valley	2016-17		Competitive Sport
Cortes, Teodoro		Century	2016-17		Competitive Sport
Cortez, Heriberto	:	Godinez	2016-17		Competitive Sport
Cozens, Tara		Valley	2016-17		Competitive Sport
Diulio, Nickolas		Saddleback	2016-17		Competitive Sport
Echaves, Michael		Godinez	2016-17		Competitive Sport
Elmasry, Fareed		Santa Ana	2016-17		Competitive Sport

Mark A. McKinney, Associate Superintendent, Human Resources

LAST NAME	POSITION	SITE	EFF. DATE END DATE	END DATE	COMMENTS
CONSENTS FOR THE 2016-2017 SCH	2016-2017 SCHOOL	OOL YEAR - E.C. 44258.7 (b) (Continued)	7 (b) (Continued)		
Espinoza, Emilio		Godinez	2016-17		Competitive Sport
Fernandez, Ruben		Godinez	2016-17		Competitive Sport
Fidel, Brianna		Century	2016-17		Competitive Sport
Flores, Nancy		Segerstrom	2016-17		Competitive Sport
Glabb, Scott		Santa Ana	2016-17		Competitive Sport
Govier, Robert		Century	2016-17		Competitive Sport
Gregory, Susan		Saddleback	2016-17		Competitive Sport
Guilkey, Rachel		Valley	2016-17		Competitive Sport
Hollingshead, Jason		Santa Ana	2016-17		Competitive Sport
Kimmons, Herbert III		Segerstrom	2016-17		Competitive Sport
Koeler, David		Segerstrom	2016-17		Competitive Sport
Koeler, James		Godinez	2016-17		Competitive Sport
Leon, Jose		Santa Ana	2016-17		Competitive Sport
Lillie, Brian		Santa Ana	2016-17		Competitive Sport
Mac Lennan, Luke		Godinez	2016-17		Competitive Sport
Marzilli, Gregory		Century	2016-17		Competitive Sport
Mcmullen, Carrie		Segerstrom	2016-17		Competitive Sport
Mohr, Lawrence		Valley	2016-17		Competitive Sport
Molina, Fausto Jr.		Century	2016-17		Competitive Sport
Moore, Aimee		Valley	2016-17		Competitive Sport
Morris, Jessica		Godinez	2016-17		Competitive Sport
Morris, Matthew		Valley	2016-17		Competitive Sport
Ortiz, Brenda		Valley	2016-17		Competitive Sport
Parga, Regina		Godinez	2016-17		Competitive Sport
Penaflor, Joe		Santa Ana	2016-17		Competitive Sport

Mark A. McKinney, Associate Superintendent, Human Resources

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LAST NAME	POSITION	SITE	EFF. DATE	EFF. DATE END DATE	COMMENTS
CONSENTS FOR THE 2016-2017 SCH	2016-2017 SCHOOL	OOL YEAR - E.C. 44258.7 (b) (Continued)	.7 (b) (Continued)		
Pinto, Franklin		Godinez	2016-17		Competitive Sport
Pola, Kevin		Godinez	2016-17		Competitive Sport
Rear, Lara		Santa Ana	2016-17		Competitive Sport
Rogers, Brandon		Segerstrom	2016-17		Competitive Sport
Salway, Andrew		Segerstrom	2016-17		Competitive Sport
Schultz, Kevin		Segerstrom	2016-17		Competitive Sport
Silva, Meliton		Saddleback	2016-17		Competitive Sport
Silverman, Steven		Century	2016-17		Competitive Sport
Snyder, William		Godinez	2016-17		Competitive Sport
Stevenson, Neil		Segerstrom	2016-17		Competitive Sport
Tagaloa, Joseph		Segerstrom	2016-17		Competitive Sport
Tayco, Lance		Santa Ana	2016-17		Competitive Sport
TeGantvoort, Charles		Santa Ana	2016-17		Competitive Sport
Terwilliger, Erik		Valley	2016-17		Competitive Sport
Thompson, Robert		Saddleback	2016-17		Competitive Sport
Upmeyer, Megan		Segerstrom	2016-17		Competitive Sport
Vu, Lan		Segerstrom	2016-17		Competitive Sport
Walker, Kenneth		Santa Ana	2016-17		Competitive Sport
West, Jeffrey		Century	2016-17		Competitive Sport
Wolfe, Michael		Segerstrom	2016-17		Competitive Sport
CONSENTS FOR THE 2016-2017 SCH	2016-2017 SCHOOL	YEAR - E.C. 44258.2	2		
Armstrong, Mark		McFadden	2016-17		Language Arts
Clupper, Michael		Villa	2016-17		Science

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - January 24, 2017

LAST NAME	POSITION	SITE	EFF. DATE	EFF. DATE END DATE	COMMENTS
CONSENTS FOR THE 2016-2017 SCH	2016-2017 SCHOOL	YEAR - E.C. 44256(b)	(p)		
Alexander, Russell		Lathrop	2016-17		Science
Carver, Jill		MacArthur	2016-17		Math
Faust, Eric		Willard	2016-17		Math
Garcia, Teresa		Mendez	2016-17		Math
Ward, Deborah		Sierra	2016-17		Social Science
CONSENTS FOR THE 2016-2017 SCH		<b>OOL YEAR - E.C. 44263</b>			
Hinman, Robert		Santa Ana	2016-17		English
Leek, Diana		Santa Ana	2016-17		P.E.
Reynolds, Gary		Santa Ana	2016-17		Physics
Van Dusen, Kathy		Middle College	2016-17		Social Science
Venegas, Joe Jr.		Century	2016-17		Social Science
CO-CURRICULAR 2016-17	-17				
Caddy, Rachel		Valley	2016-17		Forensics
<b>EXPIRATION OF 39-MONTH REEMPLOYMENT</b>	ONTH REEMPLOY	MENT			
Santiago, Edith		Heninger	December 30, 2016		

Mark A. McKinney, Associate Superintendent, Human Resources

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NAME. POSITION	POSITION	SITE	FFF DATE	FND DATE	CALADV	SAI ADV COMMENTS
						STATISTICS
RETIRMENTS						
Peña, Jose	Instr. Asst. Sp. Ed.	Segerstrom	November 30, 2016			25 years
		Purchasing				34 years, 3
Valencia, Lupe	Sr. Buyer	Dept.	December 30, 2016	:		months
RESIGNATIONS				ļ		:
		Transition				Personal - 14
Beltran, Erika	Instr. Asst. Sev. Dis.	Program	August 30, 2016			years, 7 months
		After School				Personal - 5
Cardenas, Victor	After School IP	Programs	November 18, 2016			days
Chavez Montero,		After School				Personal - 1
Jesus	After School IP	Programs	January 20, 2017			year
;						Personal - 5
Diaz, Norma	Fd. Svc. Wkr.	Esqueda	December 7, 2016			months
	,					Personal - 3
Figueroa, Alessia	After School IP	Spurgeon	December 7, 2016			months
						Personal - 1
Gaytan, Claudia	After School IP	Fremont	October 26, 2016			year, 1 month
,						Personal - 3
Guillen, Eduardo	Activity Supervisor	Villa	December 23, 2016			years, 8 months
						Personal - 1
Padilla Sanabria, Ana After School IP	After School IP	Taft	December 16, 2016			year, 5 months
Rosas Gonzalez,						Personal - 11
Victoria	Licensed Vocational Nurse	Nurse Jefferson	December 9, 2016			months

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - January 24, 2017

NAME   DOCTTON	POSITION	CIUD	1000 DAME	TATA CATE	CATADAY	ODING STREET
TIVENI	TOSTITION	2116	EFF. DATE	END DATE	SALAKI	COMMENTS
RESIGNATIONS (Continuation)	Continuation)					
						Personal - 3
Tamayo, KevinPaul	Licensed Vocational Nurse PSS	PSS	November 11, 2016			weeks
						Personal - 12
Wantlin, Kara	Asst. Director of Payroll	Payroll	January 16, 2017			years, 8 months
<b>TERMINATIONS</b>						
		Child				
#30504	Custodian	Development	Development December 2, 2016			
#29540	Groundskeeper	Bldg. Svcs.	December 6, 2016			
ABSENCE (3 to 20 o	ABSENCE (3 to 20 duty days) - Without Pay					
Lopez, David	Instr. Asst. Sev. Dis.	Willard	December 12, 2016	December 16, 2016		Personal
LEAVE OF ABSEN	LEAVE OF ABSENCE (21 duty days of more)	- Without Pay	λ			
Aguayo, Olivia	Preschool Teacher	ECE	December 22, 2016	June 22, 2017		Personal
NEW HIRES						
Aguilar-Penaloza, Patricia	Fd. Svc. Wkr.	Lathrop	January 25, 2017		11/1	Probationary
	Community & Family	•				
Aguilera, Roseanne	Outreach Liaison	PSS	January 10, 2017		36/1	Probationary
,					200	٠

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - January 24, 2017

(Conti		·		> Y 0	
(Conti					
	nuation)				
					:
Almira, Nadia	Activity Supervisor	Esqueda	December 8, 2016	1/01	
	Community & Family				:
Barajas, Elena	Outreach Liaison	PSS	January 23, 2017	36/1	Probationary
Belmonte, Maritza	Activity Supervisor	Santiago	December 7, 2016	10/1	
Chamu, Blanca	Activity Supervisor	Muir	December 22, 2016	10/1	
Cobos, Michael Jr.	Activity Supervisor	Segerstrom	December 13, 2016	1/0/1	
		After School			
Corro, Naxheli	After School IP	Programs	December 5, 2016	16/1	Probationary
		After School			
Cuevas, Juan	After School IP	Programs	November 30, 2016	16/1	Probationary
De Lara, Brenda	Fd. Svc. Wkr.	Sierra	January 25, 2017	11/1	Probationary
Dominguez, Gabriela Site Clerk	Site Clerk	Saddleback	December 5, 2016	24/1	Probationary
Flores, Georgina	Fd. Svc. Wkr.	Segerstrom	January 25, 2017	11/1	Probationary
Gonzalez, Lucy	Site Clerk	Harvey	December 12, 2016	24/1	Probationary
Gonzalez, Nancy	Preschool Teacher	ECE	December 19, 2016	IIIC/1	Probationary
Gracian, Jessica	Autism Paraprofessional	Mitchell	December 5, 2016	24/1	Probationary
Hang, Ivy	Site Clerk	ROP	December 12, 2016	24/1	Probationary
Hurtado, Mary	Site Clerk	ROP	November 28, 2016	24/1	Probationary
	Teacher's Aide	Head Start	December 1,2016	10/1	Probationary
Mejia, Roxana	Activity Supervisor	Madison	December 13, 2016	10/1	
Melara, Kimberlie	Site Clerk	Godinez	December 1, 2016	54/1	Probationary
Munch, Meghan	SSP Sp. Ed.	Sp. Ed.	December 5, 2016	19/1	Probationary
Perez, Monica	Autism Paraprofessional	Mitchell	January 17, 2017	24/1	Probationary
Rubio, Mary	Activity Supervisor	Wilson	December 13, 2016	10/1	

# Mark A. McKinney, Associate Superintendent, Human Resources

NAME POSITION	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
NEW HIRES (Continuation)	inuation)					
Salinas-Medina,		After School				
Fernanda	After School IP	Programs	December 22, 2016		1/91	Probationary
Sandoval, Veronica	Activity Supervisor	Santiago	December 6, 2016		1/01	
Sanchez, Daniel	Activity Supervisor	Segerstrom	December 2, 2016		1/01	
	Community & Family					
Sanchez, Jacqueline	Outreach Liaison	PSS	January 9, 2017		36/1	Probationary
		Middle				
Villareal, Raymond	Activity Supervisor	College	December 13, 2016		10/1	
Zuniga, Luz	Activity Supervisor	Santiago	December 21, 2016		1/01	
PROMOTIONAL APPOINTMENTS	PPOINTMENTS					
		Child				From Teacher's
Jimenez, Yeni	Head Start Teacher	Development	Development November 29, 2016		From 10/6 Aide	Aide
	Community & Family				From 19/3	From 19/3 From SSP Sp.
Lopez, Viviana	Outreach Liaison	PSS	January 9, 2017		to 36/1	Ed.
					į	3
Reves. Michelle	Autism Paraprofessional	Mitchell	January 17, 2017		From 10/1 to 24/1	From 10/1 From 1 eacher to 24/1 Aide
					From 24/2	
Rodriguez, Janet	Sch. Police Office Spe.	School Police	School Police December 12, 2016		to 27/2	From Site Clerk

Mark A. McKinney, Associate Superintendent, Human Resources

NAME POSITION	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL A	PROMOTIONAL APPOINTMENTS (Continuation)	nation)				
		:				
Months Manager	A set in December of	10040	7100 9		9/3	From SSP Sp.
Sargano, Iviai yaini	Autisiii ratapiotessioliai	Sauuleoack	December 3, 2010		7/47 01	Ed.
Santivanez, Yesenia	Admin. Secretary	PSS	December 27, 2016		From 28/6 to 30/6	From 28/6 From Dept. to 30/6 Specialist
REAPPOINTMENT	REAPPOINTMENTS (Returned from Leave)					
						>
Esquivel, Alejandra	School Office Asst.	Сагт	December 19, 2016		24/6	
Ramirez, Gabriel	Autism Paraprofessional	Martin	December 12, 2016		24/4	
REASSIGNMENTS						
						From Monte
Avila, Allan	After School IP	Madison	December 5, 2016		16/3	Vista
Ayala, Marissa	After School IP	Esqueda	December 13, 2016		16/2	From Itinerant
Cronin, Alicia	After School IP	Hoover	November 1, 2016		1/91	From Harvey
Koontz, Cassandra	After School IP	Fremont	December 13, 2016		1/91	From Itinerant
Lucero, Delia	After School IP	Franklin	November 29, 2016		1/91	From Itinerant
Rodriguez de		Nutrition				
Hernandez, Martha	Fd. Svc. Wkr.	Svcs.	December 1, 2016		11/16	From Spurgeon
Villagomez, Karen	After School IP	Fremont	November 29, 2016		16/1	From Itinerant
		***				

Mark A. McKinney, Associate Superintendent, Human Resources

ATAMATA CHILD COMMAND 475 AUT	TO CHURCH	C C C C C C C C C C C C C C C C C C C				
NAME	POSITION	SILE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
ADJUSTMENT OF	ADJUSTMENT OF WORKING ASSIGNMENTS	STA				
		Nutrition				From 3.5 hours
Almendarez, Susana	Fd. Svc. Wkr.	Svcs.	January 25, 2017	·	11/2	to 6.5 hours
						From 3.5 hours
Banda, Vanessa	Fd. Svc. Wkr.	Godinez	January 25, 2017		11/3	to 6.5 hours
,						From 3.5 hours
Garcia, Maria	Fd. Svc. Wkr.	Valley	January 25, 2017		11/2	to 6.5 hours
Najera Zuniga,						From 3.5 hours
Florencia	Fd. Svc. Wkr.	Saddleback	January 25, 2017		11/6	to 6.5 hours
,						From 3.5 hours
Peinado, Maria	Fd. Svc. Wkr.	Saddleback	January 25, 2017		11/6	to 6.5 hours
		Nutrition				From 3.5 hours
Ruiz, Narduslibia	Fd. Svc.Wkr.	Svcs.	January 25, 2017		11/3	to 6.5 hours
Sanchez Valencia,		::				From 3.5 hours
Ricardo	Fd. Svc.Wkr.	Spurgeon	January 25, 2017		11/3	to 6.5 hours
TEMPORARY ASSIGNMENTS	IGNMENTS			!		
	From Groundskeeper to					
Atilano, Miguel Jr.	Ath. Fld. Groundskeeper	Bldg. Svcs.	December 1, 2016	December 23, 2016	25/6	
	From Rv. Ld. Custodian to				28/6 + \$10	
Camberos, Gabriel	Mgr. I Bldg. Svcs.	Bldg. Svcs.	January 1, 2017	January 31, 2017	a day	
	From Maint. Wkr. I to					
Carranza, Eric	Maint. Wkr. II	Bldg. Svcs.	December 1, 2016	January 31, 2017	30/3	
	From Fd. Svc. Wkr. to	Nutrition				
Cisneros, Maria	Sr. Fd. Svc. Wkr.	Svcs.	December 13, 2016   February 28, 2017		13/6	

Mark A. McKinney, Associate Superintendent, Human Resources

NAME DOCTOR	DOCITION	CITE	TOTAL TO A COLUMN	THE PARTY OF THE	***************************************	
TINGAL	rosinon	SILE	EFF. DAIE	END DAIE	SALARY COMMENIS	MMENIS
TEMPORARY ASS	TEMPORARY ASSIGNMENTS (Continuation)	n)				
	From Sch. Off. Asst. Sec.					
Flores, Carolina	to Sch. Off. Mgr. HS	Saddleback	January 19, 2017	January 30, 2017	30/5 + Bil.	
	From After Sch. Instr.					
	Provider to Site	After School				
Gonzalez, Luixsana	Coordinator	Programs	December 1, 2016	January 18, 2017	\$25	
	From After Sch. Instr.					
	Provider to Site	After School				
Huerta, Raul	Coordinator	Programs	December 9, 2016	December 16, 2016	\$25	
	From Personnel Tech. to	Human				
Melgar, Lourdes	Ld. Personnel Tech.	Resources	December 19, 2016	January 10, 2017	34/6 + Bil.	
	From Network Technician	Nutrition				
Mendoza, Angel	to Business Analyst I	Svcs.	December 1, 2016	January 31, 2017	48/5	
	From Fd. Svc. Wkr. to Sr.	Nutrition				
Mendoza, Dolores	Fd. Svc. Wkr.	Svcs.	December 1, 2016	January 31, 2017	13/6	
	From Maint. Wkr. II to					:
Moreno Alba, Tomas Carpenter	Carpenter	Bldg. Svcs.	December 1, 2016	January 31, 2017	34/5	
		K12				
	From Admin. Secretary to	Teaching &				
Olivarez, Maritza	Executive Secretary	Learning	December 1, 2016	December 30, 2016	33/4	
	From Depart. Spec. to	Deputy Supts.				
Plaza, Leonor	Admin. Secretary	Office	December 1, 2016	December 30, 2016	30/6	
	From Mer. I Blde. Svcs. to					
Putney, Andrew	Director of Construction	Bldg. Svcs.	December 1, 2016	January 31, 2017	Level 52/1	
		,				

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - January 24, 2017

D	· 6 6					i
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
TEMPORARY ASS	TEMPORARY ASSIGNMENTS (Continuation)	n)				
Quintero Rodelo,	From Maint. Wkr. I to					
Roberto	Maint. Wkr. II	Bldg. Svcs.	December 1, 2016	January 31, 2017	30/5	
	From Site Clerk to Admin.					
	Secretary School Police					
Rodriguez, Janet	Svcs.	School Police	School Police November 21, 2016 November 28, 2016 31/1	November 28, 2016	31/1	
	From Site Clerk to School					
Rodriguez, Janet	Police Specialist	School Police	School Police November 29, 2016 December 11, 2016		27/1	
Sanchez-Miranda,	From Admin. Secretary to	Facilities				
Yvette	Executive Secretary	Dept.	November 23, 2016   December 1, 2016		33/2	
	From Site Clerk to Sch.					
Sillerico, Vanusa	Off. Mgr. Elem.	Davis	December 5, 2016	December 9, 2016	28/5 + Bil.	
	From After Sch. Instr.					
	Provider to Site	After School				
Trang, Meyly	Coordinator	Programs	December 26, 2016 January 31, 2017	January 31, 2017	\$25	
		Curriculum				
	From Site Clerk to	Instr./Staff				
Torres, Elizabeth	Department Specialist	Development	Development January 2, 2017	January 31, 2017	28/1	
SHIFT DIFFERENTIAL	LIAL					
					22/2 +	
Konstantakos, Kristy	Konstantakos, Kristy Alarm Monitor Dispatcher	School Police July 1, 2016	July 1, 2016	June 30, 2017	Graveyard	
,					22/6 +	
Solorio, Mary	Alarm Monitor Dispatcher   School Police July 1, 2016	School Police	July 1, 2016	June 30, 2017	Graveyard	

# Mark A. McKinney, Associate Superintendent, Human Resources

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Personnel Calendar Board Meeting - January 24, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
		:				
HOURLY APPOINTMENTS	FMENTS					
Carranza, Wendy	Instr. Asst. Provider	Muir	December 13, 2016		14/1	
Correa, Jessica	Instr. Asst. Provider	Segerstrom	December 8, 2016		14/1	
Espinoza, Guadalupe Instr. Asst. Provider	Instr. Asst. Provider	Godinez	December 13, 2016		1/91	
Gil, June	Instr. Asst. Provider	Esqueda	December 9, 2016		1/91	
		Santa Ana				
Gonzalez, John	Instr. Asst. Provider	High	December 8, 2016		1/91	
Mojica, Jazmin	Instr. Asst. Provider	Saddleback	December 15, 2016		1/91	:
Phan, Jonathan	Instr. Asst. Provider	Century	December 8, 2016		1/91	
Suarez, Blanca	Instr. Asst. Provider	Century	December 13, 2016		1/91	
Ung, Andrea	Instr. Asst. Provider	Century	December 8, 2016		16/1	
Uriostegui-Vazquez,						
Jaime	Instr. Asst. Provider	Godinez	December 15, 2016		1/91	

Mark A. McKinney, Associate Superintendent, Human Resources

### RESOLUTION NO. 16/17-3158

## BOARD OF EDUCATION

## SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

RESOLUTION OF THE GOVERNING BOARD OF THE SANTA ANA UNIFIED SCHOOL DISTRICT DECLARING ITS INTENTION TO GRANT AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR ACCESS TO ELECTRICAL EQUIPMENT MAINTENANCE

WHEREAS, the Santa Ana Unified School District ("District") owns real property located at 520 W. Walnut Street, Santa Ana, CA 92703 (A.P.N.: 008-201-34), commonly known as the Santa Ana High School ("District Property"); and

WHEREAS, Southern California Edison, a Municipal Corporation, as amended ("Grantee"), has indicated its intention to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communications systems consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, for the purposes of providing electrical power to vehicle charging stations, in on, over, under, across and along that certain real property in the County of Orange, State of California described as follows: All of lots 28, 29, 30, and 31, in block C, of McFadden & Cranes Addition to the town of Santa Ana, as per map recorded in book 11, page 40 of miscellaneous records, in the Office of the County Recorder of Los Angeles County, together with all of lots 1, 2, 3, 4, and 5, in Block A, Lot 20, in Block B, and that portion of Pine Street, now abandoned, all as shown on Tract No. 101, as per map recorded in book 11, page 1 of miscellaneous maps, in the Office of the County Recorder of Orange County.

Excepting therefrom that portion lying easterly of the southerly prolonation of the easterly line of said Lot 28.

Also excepting therefrom any portion included within public street.

And as identified in Exhibit "A" attached hereto, in the form of a non-exclusive permanent easement, and maintenance easement, (collectively, the "Easement"); and

WHEREAS, the District does not need the Easement area for classroom buildings or educational purposes; and

WHEREAS, the District may grant the Easement if, after adoption of this Resolution of Intent and publication of notice, the District's Governing Board adopts, in a regular open meeting ("Public Hearing"), by a two-thirds vote of all its members, a resolution authorizing and directing the Superintendent, or Superintendent's designee, to execute and deliver the Easement: and

WHEREAS, notice of the Governing Board's intent to grant the Easement ("Notice") shall be given pursuant to Education Code section 17558 by posting copies of this Resolution of Intent signed by the members of the Governing Board, or majority thereof, in three (3) public places in the District not less than ten (10) days before the date of the Public Hearing, and by publishing the Notice once not less than five (5) days before the date of the Public Hearing in a newspaper of general circulation, published in the District, and

WHEREAS, the Public Hearing shall be held on February 14, 2017, or subsequent Board meeting, at  $\underline{6:00}$  p.m., or as soon thereafter as the matter may be heard in

the Santa Ana Unified School District Board Room, located at 1601 E. Chestnut Avenue, Santa Ana, CA 92701.

NOW THEREFORE, BE IT RESOLVED, that the District's Governing Board hereby finds, determines, declares, orders and resolves as follows:

- Section 1. The foregoing recitals are true and correct.
- Section 2. The real property upon which the Easement is to be located is not needed for school classroom buildings or educational purposes.
  - Section 3. The District intends to grant and convey the Easement.
- Section 4. The Superintendent and Superintendent's designee is hereby authorized to provide public notice as required by Education Code section 17558.
- Section 5. The District's Governing Board shall hold a public hearing on February 14, 2017 or subsequent Board meeting, at 6:00 p.m. at its regular place of meeting for a public hearing, or as soon thereafter as the matter may be heard and shall consider authorizing the grant and conveyance of the Easement from the District to City of Santa Ana in accordance with the Easement.

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of  $24^{\rm th}$  day of January 2017.

Upon motion of Member  $\frac{Amezcua}{}$  and duly seconded, the foregoing Resolution was adopted by the following vote:

AYES: John Palacio, Valerie Amezcua, Cecilia Iglesias, Alfonso Alvarez, and Rigo Rodriguez

NOES: -0-

ABSENT -0-

STATE OF CALIFORNIA )
) ss:
COUNTY OF Orange )

I, John Palacio, President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the  $24^{\rm th}$  day of January 2017 and passed by a vote of 5-0 of said Board.

John Palacio, President of the Governing Board for the Santa Ana Unified School District, State of California

I, Valerie Amezcua, Vice 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  $24^{\rm th}$  day of January 2017 and passed by a vote of \_\_\_\_\_\_ of said Board.

Valerie Amezcua, Vice President of the Governing Board for the Santa Ana Unified School District, State of California

I, Cecilia Iglesias, 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  $24^{\rm th}$  day of January 2017 and passed by a vote of  $\underline{\phantom{0}5-0\phantom{0}}$  of said Board.

Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District, State of California

RESOLUTION NO. 16/17-3162

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

AFRICAN AMERICAN HISTORY MONTH

FEBRUARY 2017

WHEREAS, Americans of African descent helped develop our nation in countless ways, those recognized, unrecognized, and unrecorded; and,

WHEREAS, African American history reflects a determined spirit of perseverance and cultural pride in its struggle to equally share in the opportunities of a nation founded upon the principles of freedom and liberty for all people; and,

WHEREAS, African American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221 (d) which establishes March 5 as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African American martyr of the Boston Massacre; and,

WHEREAS, the California Board of Education recognized in its Multicultural Education Policy that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others; and,

WHEREAS, the History-Social Science Framework of California Public Schools, Kindergarten through grade 12, states that the history curriculum of community, state, region, nation, and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups and must be integrated at every level.

1	NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Board of Education
2	proclaims the month of February 2017 as African American History Month and
3	encourages all schools, community organizations, businesses, and the City of Santa
4	Ana to commemorate this occasion with appropriate instructional and celebratory
5	activities.
6	Upon motion of Member <b>Rodriguez</b> and duly seconded, the foregoing
7	Resolution was adopted by the following vote:
8	AYES: John Palacio, Valerie Amezcua, Cecilia Iglesias, Alfonso Alvarez,
9	and Rigo Rodriguez NOES: -0-
10	ABSENT -0-
11 12	STATE OF CALIFORNIA ) ) ss.
13 14	COUNTY OF ORANGE )
15	I, Cecilia "Ceci" Iglesias, Clerk of the Board of Education of the Santa Ana
16	Unified School District of Orange County, California, hereby certify that the
17	above and foregoing Resolution was duly adopted by the said Board at a regular
18	meeting thereof held on the <b>24</b> day of <b>January</b> , 2017, and passed by a
19	vote of of said Board.
20	IN WITNESS WHEREOF, I have hereunto set my hand this 24 day of
21	January , 2017.
22	
23	Car P. A Cari
24	Cecilia "Ceci" Iglesias
25	Clerk
26 27	Board of Education
- '	Santa Ana Unified School District

Santa Ana Unified School District 2017-2018 Academic School Calendar Early August Start 2 Week Winter Recess

2/3/201711 34 AM

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Board Approved: January 24, 2017

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Board Approved: January 24, 2017

Santa Ana Unified School District 2019-2020 Academic School Calendar

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Board Approved: January 24, 2017

# **Board Meeting**

TITLE: Approval of Board Members to Attend Educating for Careers

Conference Student Success through Career Technical Education,

March 5 through March 7, 2017, in Sacramento, California

ITEM: Consent

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

## **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek approval for Board members to attend the Educating for Careers Student Success through Career Technical Education (CTE) in Sacramento, CA from March 5 through March 7, 2017.

#### **RATIONALE:**

Each year a variety of delivery systems, strategies, and industry sectors throughout California's CTE system are represented in a three-day conference offering more than 240 sessions.

The Educating for Careers Conference is organized by the California Partnership Academies. Sessions include: Assessment & Accountability; California Partnership Academies Model; Career Pathways/Industry Sectors; Curriculum & Instructional Strategies; Employer & Community Partnerships; Mentor Internship Programs; Middle School Connections; Perkins Policy & Programs; Secondary-Postsecondary Connections; and Work-Based learning. It notes that the Administrative Strand will continue in 2017.

### **FUNDING:**

General Fund: \$3,800

### **RECOMMENDATION:**

Approve Board Members Valerie Amezcua, Alfonso Alvarez, and Rigo Rodriguez to attend the Educating for Careers Conference Student Success through Career Technical Education from March 5 through March 7, 2017, in Sacramento, California.

SPP/cg

## **Board Meeting**

TITLE: Approval of Board Members to Attend California Association for

Bilingual Education 2017 Conference from March 29 through April 1,

2017 in Anaheim, CA

ITEM: Consent

SUBMITTED BY: Stefanie Phillips, Ed.D., Superintendent

## **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for Board members' Valerie Amezcua, Alfonso Alvarez and Rigo Rodriguez to attend the California Association for Bilingual Education (CABE) 2017 from March 29 through April 1, 2017 in Anaheim, California

### **RATIONALE:**

The CABE 2017 Conference *Connecting Communities Through Our Languages, Cultures and Stories* will have hundreds of workshops and institutes on key strategies for ELs and Biliteracy programs. Experts will provide the latest research and information regarding content and curriculum, Biliteracy and multiculturalism, policy, program and legislative updates, and more. Workshops include intense and in-depth knowledge for educators, para-educators, students, parents, administrators, superintendents, and school Board members.

### **FUNDING:**

General Fund: \$3,000

### **RECOMMENDATION:**

Approve Board Members' Valerie Amezcua, Alfonso Alvarez, and Rigo Rodriguez to attend the California Association for Bilingual Education 2017 Conference from March 29 through April 1, 2017 in Anaheim, CA

SPP/cg

# **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, CAO, Educational

**Services** 

PREPARED BY: David Haglund, Ed.D., Deputy Superintendent, CAO, 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.

## **ITEM SUMMARY:**

If the value of a gift exceeds \$500, the Superintendent shall bring the nature of the gift, with a specific recommendation, to the Board of Education for approval. The gifts under this item are all valued at more than \$500.

### **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.

LCAP Goal 3.10: Support the enhancement of school climate through smooth operations and processes.

### **FUNDING:**

No Fiscal Impact

### **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 - February 15, 2017

School:	Gift:	Amount:	Donor:	Used for:
Lowell Elementary		\$1,000	Mr. Loren and Mrs. Carol Wall Costa Mesa	Student incentives, uniforms, and supplies
Lowell Elementary		\$1,000	Mr. John Reichel Newport Coast	Student incentives, uniforms, and supplies
Martin Elementary		\$500	St. Mark Presbyterian Church Ms. Sandy Dobras Newport Beach	Instructional supplies
Lathrop Intermediate	25-Dell OptiPlex960 Desktop, 17- HP DC7900 Desktop, 20- HP Monitors, and 18-View sonic Monitors	\$6,000	California State University, Long Beach Mr. Leo Rodriguez College of Engineering Long Beach	Computer Labs and classrooms
February 15,2017 donations		\$8,500		
2017 Total donations	\$10,406	\$18,906		

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:1r

# **Board Meeting**

TITLE: Approval of Student Expulsions for Violation of California Education

Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c)

**According to Board Policy 5144.1** 

ITEM: Consent

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

Culture

PREPARED BY: Sonia Llamas, Ed.D., Director, School Climate

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of student expulsions for violation of Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c).

## **ITEM SUMMARY:**

• Number of students: 3

• Eligible to reapply:  $\underline{06/21/17}$  and

02/15/18

• Placement: REACH Academy

### **RATIONALE:**

The following students were recommended for expulsion from the District for various terms. The students received a hearing before the administrative hearing panel, which found students to have received due process and to be guilty of the charges brought forth. The panel has recommended the respective expulsion terms and remediation conditions for Board approval.

LCAP goal 3.0: "All students and staff will work in a healthy, safe, and secure environment that supports learning."

#### **FUNDING:**

No Fiscal Impact

## **RECOMMENDATION:**

Approve the student expulsions for violation of the California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) according to Board Policy 5144.1.

# Recommendations for Expulsions

Board Meeting: February 15, 2017

				Recomm.		<u>Date Eligible</u>
	Student Name	School/Grade	<u>Charges</u>	<b>Options</b>	<u>Placement</u>	to Reapply
1	339632	Santa Ana/10	A	2	REACH Academy	06/21/17
2	438823	Santa Ana/10	B, C	2	REACH Academy	06/21/17
3	365725	Sierra/7	A. B	2A	REACH Academy	02/15/18

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

- (A) Caused, attempted, or threatened to cause physical injury
- (B) Possessed, sold, furnished a weapon, dangerous object, explosives
- (C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).
- (D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance
- (E) Committed or attempted to commit robbery or extortion
- (F) Caused or attempted to cause damage to school or private property
- (G) Stole or attempted to steal school or private property
- (H) Possessed or used tobacco or tobacco products
- Committed an obscene act or engaged in habitual profanity or vulgarity
- (J) Possessed, offered, or arranged to sell paraphernalia
- (K) Disrupted school activities or willfully defied valid authority
- (L) Knowingly received stolen school or private property
- (M) Possessed an imitation firearm
- (N) Committed or attempted to commit a sexual assault as defined by

- PC 261 or sexual battery PC 243.4
- (O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purposed of either preventing that student by being a witness or retaliating against that student by being a witness
- (P) Offering to sell or selling SOMA
- (Q) Hazing
- (R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel
- (T) Aids or abets in physical injury
- (.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity
- (.3) Engaged in hate crime (Grades 4-12 only)
- (.4) Harassment, threat, intimidation (Grades 4-12 only)
- (.7) Terrorist threats against school officials, school property or both

#### **EXPULSION RECOMMENDATIONS**

Option 1 to expel for one semester

Option 1A to expel for one semester and suspend enforcement of the expulsion order

Option 2 to expel for two semesters

Option 2A to expel for one calendar year (from the date of the Board meeting)

Option 3 to expel for two semesters and suspend enforcement of the entire expulsion order

Option 4 to expel for two semesters and suspend enforcement of the second semester of the expulsion order

Option 5 to reject the Findings of Fact and not expel (only the Board can recommend this Option)

## **Board Meeting**

TITLE: Approval of Extended Field Trip(s) in Accordance with Board Policy

(BP) 6153 - School-Sponsored Trips and Administrative Regulation

An extended school-sponsored

trip requires the approval of the

Board of Education. A trip is considered to be an extended school - sponsored trip when it

takes students beyond neighboring

counties or is over night.

(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:**

Various Funding Sources

### **RECOMMENDATION:**

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

LP:sz

# SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS RECOMMENDED FOR APPROVAL - February 15, 2017

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
February 15-17, 2017 (Wednesday - Friday) Ratification	Carr Intermediate School 8th Grade Camping Trip Circle X Ranch at Santa Monica Mountains Malibu, CA	\$230.00 per student (s) (cost paid by scholarship & fundraising funds)	20	2
March 1-3, 2017 (Wednesday - Friday)	Greenville Fundamental School Outdoor Science School Camp Desert Sun Outdoor Science Center Idyllwild, CA	\$195.00 per student (s) (cost paid by donations & fundraising funds)	180	24
March 15-19, 2017 (Wednesday - Sunday)	Valley High School HOSA 2017 National Leadership Conference Sacramento Convention Center Sacramento, CA	\$700.00 per student (s) (cost paid by High School, Inc. funds)	12	2
April 28-30, 2017 (Friday - Sunday)	Santa Ana & Valley High Schools 35 <sup>th</sup> Annual Dance, Movement, & Acro- Sports Workshop Palm Springs Convention Center Palm Springs, CA	\$296.00 per student (s) (cost paid by ASB Dance, fundraising, & Site General funds)	45	4

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

**ITEM:** Request of extended field trip for Carr Intermediate School to

have students participate in their 8<sup>th</sup> Grade Camping Trip at Circle X Ranch in the Santa Monica Mountains in Malibu,

California. The trip will be February 15-17, 2017.

**OVERVIEW:** Carr Intermediate School is requesting authorization for students

to participate in their 8th Grade Camping Trip at the Circle X

Ranch in the Santa Monica Mountains.

**RATIONALE:** This field trip is run by a first-class organization that prioritizes

love of nature, content knowledge, and providing underserved youth with first-hand outdoor experience. We have taken this trip for five consecutive years, and it has been extremely beneficial to all parties involved. The students use math, science, physical fitness, health awareness, and political awareness throughout this program while gaining a newfound appreciation for the world around us. Care is taken to ensure that these lessons

and the acquired knowledge are sustainable.

**PARTICIPANTS:** 20 students and 2 chaperones (2 certificated)

**COSTS:** \$230.00 per student – To include lodging, meals, and travel

\*FUNDING: Cost paid by fundraising and scholarship funds

**RECOMMENDATION:** Approve the request of the extended field trip for Carr

Intermediate School to have students participate in their 8<sup>th</sup> Grade Camping Trip at Circle X Ranch in the Santa Monica Mountains

in Malibu, California on February 15-17, 2017.

.

**ITEM:** Request of extended field trip for Greenville Fundamental

Elementary School students to attend the Outdoor Science School at the Desert Sun Outdoor Science Center in Idyllwild,

CA. The trip will be March 1-3, 2017.

Greenville Fundamental Elementary School is requesting **OVERVIEW:** 

authorization for their students to attend the Outdoor Science

School in Idyllwild, CA.

**RATIONALE:** The students will be guided through an exploration of

> constellations gaining understanding of their components and provided experimental learning opportunities for hands-on use of spectroscope. The astro camp provides materials to prepare students for a study trip that will include reading and writing in the context of science. This trip supports science knowledge for

testing.

**PARTICIPANTS:** 180 students and 24 chaperones (6 certificated and 18 classified)

\$195 per student – To include lodging, meals, and travel **COSTS:** 

Cost paid by donations and fundraising funds \*FUNDING:

**RECOMMENDATION:** Approve the request of the extended field trip for Greenville

> Fundamental Elementary School students to attend the Outdoor Science School at the Desert Sun Outdoor Science Center in

Idyllwild, CA on March 1-3, 2017.

**ITEM:** Request of extended field trip for Valley High School students to

compete in the Health Occupation Student Association (HOSA) 2017 National Leadership Conference at the Sacramento Convention Center in Sacramento, California on March 15-19,

2017.

**OVERVIEW:** Valley High School students will be competing at the HOSA

2016 National Leadership Conference in Sacramento, CA.

**RATIONALE:** Students of the Valley High School HOSA will compete in CPR

and first aid, medical assisting, and public speaking at the event against other HOSA students from various schools throughout California. They will advance their competency skill, build leadership, and receive information regarding their future career

in the health industry.

**PARTICIPANTS:** 12 students and 2 chaperones (all certificated)

**COSTS:** \$700.00 per student - To include travel, lodging, and meals

\***FUNDING:** High School Inc., Foundation will cover all cost

**RECOMMENDATION:** Approve the request of the extended field trip for Valley High

School students to compete in the HOSA 2017 National Leadership Conference at the Sacramento Convention Center in

Sacramento, California on March 15-19, 2017.

**ITEM:** 

Request of extended field trip for Santa Ana and Valley High School students to participate in the 35<sup>th</sup> Annual Dance, Movement, and Acro-Sports workshop at the Palm Springs Convention Center in Palm Springs, California. The trip will be on April 28-30, 2017.

**OVERVIEW:** 

Santa Ana and Valley High Schools are requesting their dance team students to participate in the 35<sup>th</sup> Annual Dance, Movement, and Acro-Sports workshop in Palm Springs, California.

**RATIONALE:** 

This conference offers a wide range of standards-based curriculum that will enrich student learning and challenge their skills of critical thinking. Students will study a variety of cultural dance styles (Afro-Caribbean, Greek, Middle Eastern, Flamenco, or Folk). Students will take classes in alternate movement vocabularies (Yoga, Tai Chi, Stretch I Strengthening, Pilates, or Athletic training). They will also explore new methods, techniques, and historical dance forms.

### Rationale

- Students can study a variety of different dance genres from outstanding teachers in the fields of Ballet, Modem, Hip Hop, Multi-Cultural, Lyrical, and Jazz techniques.
- To encourage and inspire team collaboration and unity among students.

## Follow Up

• To bring back a wide range and variety of dance information and choreographic material for use in the dance program and to share with other students.

**PARTICIPANTS:** 45 students and 4 chaperones (3 certificated and 1 classified)

**COSTS:** \$296.00 per student – To include lodging, meals, and travel

\*FUNDING: Cost paid by ASB Dance, fundraising, and Site General funds

**RECOMMENDATION:** Approve the request for Santa Ana and Valley High School

students to participate in the 35<sup>th</sup> Annual Dance, Movement, and Acro-Sports workshop at the Palm Springs Convention Center in

Palm Springs, California on April 28-30, 2017.

# **Board Meeting**

TITLE: Approval of Data-Sharing Agreement with Advancement Via

Individual Determination Center for February 16 through December

31, 2017

ITEM: Consent

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

**Performance and Culture** 

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

## **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the data-sharing agreement with the Advancement Via Individual Determination (AVID) Center for February 16 through December 31, 2017. This agreement will allow

## **ITEM SUMMARY:**

New state and federal laws require data-sharing agreements between district and external service providers.

for sharing of information between the parties in relation to the AVID Schoolwide Impact and Return on Investment.

#### **RATIONALE:**

This research study is to use District data to examine the impact of AVID exposure on subsequent course enrollment, college preparedness, and college enrollment. These findings will allow leaders to make future decisions that are likely to improve student achievement and college outcomes.

LCAP goal 1.2: "Implement progress monitoring assessments for all academic programs."

### **FUNDING:**

No Fiscal Impact

### **RECOMMENDATION:**

Approve the data-sharing agreement with the Advancement Via Individual Determination Center for February 16 through December 31, 2017.

LP:TK:sz

#### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into and effective as of the date of the last signature below (the "Effective Date"), between AVID Center, a California non-profit corporation, having its offices at 9246 Lightwave Avenue, Suite 200, San Diego, CA ("AVID"), and Santa Ana Unified School District having its offices at 1601 E Chestnut Ave. Santa Ana, CA 92701 ("SAUSD").

The parties are considering a possible business relationship that will involve the disclosure of proprietary and confidential information. Each party is agreeable to disclosing its respective information to the other party only upon the terms and conditions set forth in this Agreement.

- 1. "Confidential Information" means confidential and/or proprietary information, including but not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, customer lists, reports, studies, and other technical and business information whether or not disclosed in writing (in physical or electronic form) or orally.
- 2. Protection of Confidential Information. The only third party that the receiving party can share the disclosing party's Confidential Information with are agents of the receiving party who have a need to know such information and who are under non-disclosure agreements at least as restrictive as this non-disclosure agreement. For a period of five (5) years from the last disclosure, the receiving party will not disclose the Confidential Information to any other third party, unless the Confidential Information is deemed a trade secret, then it shall remain confidential until it is no longer a trade secret.

The confidentiality and nonuse obligations herein do not apply to the extent that the receiving party can prove, with respect to particular disclosed information that: (a) the receiving party knew such information prior to the time of disclosure, free of any obligation to keep it confidential; (b) such information is or becomes generally known without the fault of the of the receiving party; (c) the receiving party independently develops such information without using any Confidential Information as evidenced by written records; (d) the receiving party rightfully obtains such information from a third party who has the right to transfer or disclose it without violation of any confidentiality obligations; or (e) the disclosing party discloses the information without restriction to a third party.

Each party agrees not to modify, decompile, disassemble or otherwise reverse engineer any software, hardware or other materials provided to the receiving party by the disclosing party.

- 3. **Judicial Requirements.** If the receiving party is subject to judicial or governmental proceedings requiring disclosure of Confidential Information, then prior to disclosing such information, the receiving party will provide the disclosing party with reasonable prior notice for the disclosing party to seek a protective order for confidential treatment of the Confidential Information.
- 4. **Return of Confidential Information.** All Confidential Information furnished under this Agreement remains the property of the disclosing party and will be returned to it or destroyed promptly at its written request. AVID Center will work with the district for disposition of certain records at the end of December 2017 when the project is complete.

- 5. **No License.** No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of Confidential Information under this Agreement.
- 6. No Commitment. Each party shall determine in its sole discretion the information to be disclosed. Neither the disclosure nor receipt of information hereunder shall constitute an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities, the parties will execute separate written agreements with respect to such opportunities.
- 7. **Term.** Either party may terminate this agreement with thirty (30) days notice. Confidentiality and nonuse restrictions of Sections 2 and 4 shall survive as provided herein.
- 8. **No Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights that it grants without the prior written consent of the other party which will not be unreasonably withheld and any purported assignment shall be void and of no effect provided that no such consent shall be required if a party is assigning the Agreement to an Affiliate of such party or in connection with a merger or sale of such party.
- Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law principles and jurisdiction will be the courts of the State of California.
- 10. Entire Agreement. Each party will comply with all applicable export control laws, rules and regulations. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior and contemporaneous understandings and agreements (oral or written) between the parties. This Agreement will not be modified and any provision will not be waived, except by a writing executed by both parties. If any provision of this Agreement is unenforceable, the remainder will still be in effect.
- 11. Counterparts. This Agreement may be executed in separate counterparts, and by facsimile, each of which will be deemed an original, and when executed, separately or together, will constitute a single original instrument, effective in the same manner as if the parties had executed one and the same instrument.

AVID Center	Santa Ana Unified School District
By: Wand Sheek	∠ By:
David S. Greulich	Name:
Title: Controller	Title:
Date: AVID Center	Date:
- 8 JAN 2017	

## **Board Meeting**

TITLE: Approval of Data-Sharing Agreement with Santa Ana College for

February 16, 2017 through June 30, 2018

ITEM: Consent

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 seek board approval of the data-sharing agreement with Santa Ana College for February 16, 2017 through June 30, 2018. This agreement will allow for sharing information between the parties as it relates to program evaluation of the Santa Ana Technology, Engineering, Communication, and Health (SA TECH) project.

## **ITEM SUMMARY:**

The Program Support Services agreement to provide student-level data is necessary to assist the District with federally-required obligations.

Built upon a long-standing relationship of over 10 years of collaboration, SA TECH is a California Career Pathway Trust (CCPT) local consortium between the District, Santa Ana College, Coast Community College District, and the Arts, Community, & Media Education (ACME) Network. SA TECH aims to generate high school students and community college students to enroll in the six pathways to increase student academic success and pathway sequence completion.

### **RATIONALE:**

The District data will be used by Santa Ana College to evaluate student progress and outcomes. The yearly objective will be to monitor product and process objectives to ensure that outcome measures are analyzed and communicated to key stakeholders. Project outcomes and impact are reflective of Local Education Agency's Student Momentum Points that consists of a collection of student and pathway data and are required components of the Request for Application (RFA) for CCPT.

LCAP goal 1.2 "Implement progress monitoring assessments for all academic programs."

## **FUNDING:**

No Fiscal Impact

# **RECOMMENDATION:**

Approve the data-sharing	agreement w	ith Santa	Ana College	for February	16, 2017	through June
30, 2018.						

LP:DI:sz

## Memorandum of Agreement

By and Between Santa Ana Unified School District and Santa Ana College

This agreement is entered into by Santa Ana College and Santa Ana Unified School District ("SAUSD"), whose address is 1601 East Chestnut Avenue, Santa Ana, California 92701 for the purpose of sharing information between the parties in relation to Santa Ana Tech Project (Santa Ana Technology, Engineering, Communication, and Health), a grant (California Career Pathways Trust) funded by the California Department of Education, which consists of a collection of student and pathway data and are a required component of the grant.

- I. PARTIES. The Santa Ana College is an educational institution authorized to maintain student data and is a willing partner in Santa Ana Tech between February 16, 2017 and June 30, 2018. Organization needs access to administrative data including but not limited to student demographics, course information and graduation, and school information.
- II. CONFIDENTIALIY COMPLIANCE. To affect the transfer of data subject to federal, state and local laws or regulations, Santa Ana College agrees to:
  - 1. Use data shared under this agreement for no purpose other than Santa Ana Tech. Santa Ana College further agrees not to share data received under this MOA with any other entity, except without any personally identifying information, without District approval.
  - 2. Require all employees, contractors and agents of any kind to comply with all applicable provisions of federal, state and local laws with respect to the data shared under this agreement. Santa Ana College agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other entity for any purpose other than completing Santa Ana College's work as authorized through the Santa Ana Tech work.
  - 3. Maintain all data obtained pursuant to this agreement separate from all other data files and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual teachers, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Santa Ana College to any other institution or entity aside from SAUSD and its designated representatives.
  - 4. Not disclose any data contained under this agreement in a manner, which could identify any individual teacher, to any other entity. Santa Ana College may publish results of studies authorized by this agreement, but specifically agrees to abide to a "small numbers" policy of deleting all data items that include any group of individuals less than ten, and to require all employees, contractors and agents of any kind to also abide by that policy.
  - 5. Take reasonable steps to insure the physical security of such data under its control, including, but not limited to: fire protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.

- 6. Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to SAUSD within sixty (60) days' of Santa Ana College's receipt of SAUSD's written request. Santa Ana College agrees to require all employees, contractors, or agents of any kind to comply with this provision. No other entity is authorized to continue research-using data obtained under this agreement upon the cessation of studies conducted under the direct supervision of SAUSD.
- III. DATA REQUESTS. SAUSD may decline to comply with a request in part at its discretion if it determines that providing the data element requested would not be in the best interest of current or former students in SAUSD schools. All requests shall include a statement of purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. The parties may agree to accept teacher-level data requests by electronic mail or facsimile.
- IV. AUTHORIZED REPRESENTATIVE. Nga Pham is the authorized representatives able to request data under this agreement, unless notification in writing is submitted to District reflecting an alternate representative. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. Santa Ana College is required to notify SAUSD in writing of any need to retain data past the completion date set out in the original request. SAUSD may upon request review the records required to be kept under this section.
- V. RELATED PARTIES. Santa Ana College represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way.
- VI. TERM. This agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until canceled by either party upon thirty days written notice.
- VII. MODIFICATIONS. This agreement expresses the entire agreement of the parties and may not be modified or altered except by writing and executed by the authorized representatives of the Santa Ana College and SAUSD.

Entered into this day of	, 2017.
Lucinda Pueblos	Name (print):
Assistant Superintendent	Title:
K-12 School Performance and Culture	
Santa Ana Unified School District	Organization:

# **Board Meeting**

TITLE: Approval of Schoolwide Single Plans for Student Achievement for

2016-17 School Year

ITEM: Consent

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

**Performance and Culture** 

PREPARED BY: Nuria Solis, Director, English Learner Programs and Student

Achievement

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the Schoolwide Single Plans for Student Achievement (SPSA) for the 2016-17 school year. The SPSA's reflect the latest categorical budget allocations as per the Consolidated Application Part II, which will be submitted in late February 2017.

#### **ITEM SUMMARY:**

 California Education Code sections 41507, 41572, 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement in the SPSA.

#### **RATIONALE:**

Schools in the District participating in the Consolidated Application Categorical Aide Programs annually update or rewrite their SPSA's. The plans represent the school goals and objectives for the 2016-17 school year and provide program, statistical, and budget information reflecting planned educational services. Each school submits a Single Plan for Student Achievement, which has been developed collaboratively based on input from the School Site Council, instructional staff, parents, administrators, and students.

Sites use categorical allocations to improve academic achievement through a variety of avenues, including, but not limited to, instructional support personnel, extended learning time, professional development opportunities, collaborative planning time, instructional materials, and parent engagement activities.

Hard copies of the plans are available in the English Learner Programs and Student Achievement Department at the District Office for further review.

LCAP goal 1: "Students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21<sup>st</sup> century."

# **FUNDING:**

No Fiscal Impact

# **RECOMMENDATION:**

Approve the Schoolwide Single Plans for Student Achievement for the 2016-17 school year.

LP:NS:as:sz

## **Board Meeting**

TITLE: Acceptance of National Association of Music Merchants Foundation

Turnaround Arts Grant for Willard Intermediate School for February

16 through September 30, 2017

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 National Association of Music Merchants (NAMM) Foundation Turnaround Arts Grant for Willard Intermediate School for February 16 through September 30, 2017.

### **ITEM SUMMARY:**

- Grant acceptance amount: \$7,979 for Willard Intermediate
- Grant use: Musical instruments and music classroom materials.

### **RATIONALE:**

This grant is part of the Turnaround Arts initiative of the President's Committee on the Arts and Humanities and the John F. Kennedy Center for the Performing Arts and other organizations in the Turnaround Arts initiative and supports the music education program goals outlined in Willard's proposal. These grant funds will be used for musical instruments and music classroom materials that support the current Turnaround schools, Willard being one. The Turnaround Arts Grant uses the arts to help narrow the achievement gap, increase student engagement, and improve campus culture and climate.

LCAP goal 2.3 "Increase resources to schools to support extracurricular programs for students, instructional materials, and other programs and supplies to enhance student outcomes."

LCAP goal 2.6 "Ensuring access for low-income pupils to the core instructional program including, but not limited to, implementing project-based learning, increasing Visual and Performing Arts (VAPA), and physical education courses."

## **FUNDING:**

NAMM Foundation Turnaround Arts Grant Revenue: \$7,797

# **RECOMMENDATION:**

Approve the acceptance of the National Association of Music Merchants Foundation Turnaround Arts Grant for Willard Intermediate School for February 16 through September 30, 2017.

LP:sz



Dan Donovan WILLARD INTERMEDIATE 1342 North Ross Santa Ana, CA 92706 3816

Dear Dan,

Congratulations on behalf of The NAMM Foundation. I am pleased to inform you that a 2017 NAMM Foundation Grant has been awarded in the amount of \$7,979.00 to Willard Intermediate School. This grant is part of the Turnaround Arts initiative of the President's Committee on the Arts and Humanities and the John F. Kennedy Center for the Performing Arts and other organizations in the Turnaround Arts initiative and supports the music education program goals outlined in your proposal. We are honored to help your efforts to provide access to the many benefits of music making for the students in your school.

The signature of your schools' principal or district superintendent is required to execute this grant agreement. Please refer to the following grant and reporting guidelines for the 2017 funding period.

- 1. Funds support programmatic efforts from February 2017 through September 2017 and support the project objectives as outlined in your funding proposal.
- 2. If your school is not able to fulfill the project goals and objectives and/or if key project personnel or school leadership changes during the grant period, you agree to contact The NAMM Foundation to review circumstances that could impact project outcomes.
- 3. The NAMM Foundation requires an Impact Report from your school during the term of the funding period.
- 5. A final Impact report will be due to The NAMM Foundation no later than September 30, 2017, that describes the results of your program for the year, including a report on use of funds. An online report will be required and you will be provided with the electronic report template no less than 30 days before the date due.
- 6. Should grant funds not be used as outlined in the grant application, or adjustment in use of funds is needed, please send your request to The NAMM Foundation who will review requested changes to use of grant funds. A summary of achieved goals advanced with the grant award will be required as part of required final report.
- 7. The grant award will be paid upon receipt of your signature on this grant agreement letter. Please print, sign and date this letter that serves as a grant agreement letter between your school and The NAMM Foundation, and return it promptly by email to Sharon Bryant, sharonb@namm.org. The signed grant agreement verifies your understanding that grant funds will

be used for the project outlined in your proposal per the timeline and budget that you have presented and that you acknowledge the required reporting schedule to meet requirements of The NAMM Foundation Turnaround Arts Grant.

We suggest you return this agreement ASAP.

8. Please acknowledge this grant award from The NAMM Foundation where and whenever appropriate; we appreciate your consideration in this regard. An email will be sent shortly that includes a review of The NAMM Foundation branding guidelines, along with The Foundation's logo in various media formats. The NAMM Foundation should be duly noted on your website and other places where the program is discussed; such as press releases, brochures and the like. A link to The NAMM Foundation website can be added to your site.

Your NAMM Foundation staff contacts will be Mary Luehrsen and Sharon Bryant (see contact information below). You can expect additional communications from them throughout the year.

Mary Luehrsen Executive Director, NAMM Foundation (914) 933-0516 maryl@namm.org

Sharon Bryant Senior Project Manager, Public Affairs and Government Relations (760) 438-8007, ext. 129 sharonb@namm.org

NAMM's Board of Directors trusts that the funding allocated this year contributes significantly towards the fulfillment of Willard Intermediate School aims and objectives. We are pleased to support such a worthwhile project and look forward to your continued success.

Congratulations and very best regards, Mary Luehrsen, Executive Director, NAMM Foundation

Accepted by:		
Name: Title:		
School:		
Date:		

# **Board Meeting**

TITLE: Approval of Master Contract and/or Individual Service Agreement

with Nonpublic School and Agency for Student with Disabilities for

2016-17 School Year

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Special Education/SELPA PREPARED BY: Doreen Lohnes, Assistant Superintendent, Special Education/SELPA

## **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Individualized Education Program (IEP) services for one student with disabilities. This student requires services that address academic, social-emotional, and other unique needs as identified in the student's IEP. The IEP team recommended placement at a nonpublic school (NPS) for services as necessary, pursuant to an IEP.

## **ITEM SUMMARY:**

- <u>1</u> student with disabilities will be served per IEP team recommendation
- Vendor is a certified non-public school which serves students with disabilities per the students' IEPs.
- Agreement Ends: June 30, 2017

## **RATIONALE:**

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

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

<u>LCAP GOAL 1.14</u>: 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:**

Special Education: Not to exceed \$23,005

# **RECOMMENDATION:**

Approve the master contract and/or individual service agreement with nonpublic school and agency for student with disabilities for the 2016-17 school year.

DL: kq: cvl

# Master Contract and/or Individual Service Agreement with Nonpublic School and Agency for Student with Disabilities for 2016-17 School Year

# **Board Meeting: February 15, 2017**

Student ID#	Amount	Master Contract and Individual Service
		Agreement for Nonpublic School/Agency
412405	\$23,005	Speech and Language Development Center

### AGENDA ITEM BACKUP SHEET February 15, 2017

### **Board Meeting**

TITLE: Approval of Memorandum of Understanding with Huntington Beach

Union High School District for 2016-17 and 2017-18 School Years

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Special Education/SELPA

PREPARED BY: Darek Jaronczyk, Director, Special Education

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Memorandum of Understanding (MOU) with the Huntington Beach Union High School District (HBUHSD) for the 2016-17 and 2017-18 school years. The MOU provides appropriate special education services for a Santa Ana group home resident adult student for which HBUHSD is the responsible Local Education Agency (LEA).

Education Code section 56041 provides that the district of residence responsible for providing special education and related services to adult students between the ages of 18 - 22 shall be the last district of residence of the student's parent or educational rights holder prior to the student turning 18.

### **ITEM SUMMARY:**

- Memorandum of understanding with HBUHSD to set forth provisions for enrollment of a Santa Ana group home resident adult student at SAUSD ATP.
- Implementation date of MOU: February 16, 2017
- End date: June 30, 2018

Student moved into a group home located in SAUSD and to avoid disruption to his education, SAUSD placed the student in the Adult Transition Program (ATP) while the responsible school district was being identified. Once HBUHSD was identified, this MOU was developed to specify the terms of enrollment in SAUSD including responsibility and funding.

### **RATIONALE:**

Approval of this MOU will provide continuation of services in the District's ATP Program for the adult student, who resides in SAUSD, but is the responsibility of HBUHSD. The MOU addresses IEP services, funding/billing formula, and includes other items such as representation at students' IEP meetings, transportation, and appropriate hold harmless provisions. HBUHSD will pay tuition to the District for the adult student enrolled in the SAUSD ATP for the 2017-18 school year.

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

### **FUNDING:**

The District will receive tuition of \$41,528 from HBUHSD which covers the cost of the program.

### **RECOMMENDATION:**

Approve the Memorandum of Understanding with Huntington Beach Union High School District for the 2016-17 and 2017-18 school years.

DISTRICT	TUITION FOR STUDENT
Huntington Beach Union High School District	\$41,528

DL: DJ: cvl

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT REGARDING SPECIAL EDUCATION SERVICES FOR AN ADULT STUDENT

This Agreement is made by and between the Santa Ana Unified School District ("SAUSD") and Huntington Beach Union High School District ("HBUHSD"). SAUSD and HBUHSD are also referred to individually as "Party," and collectively as "Parties." This Agreement is based upon the following factual recitals:

### RECITALS

WHEREAS, Education Code section 56041 provides that, except for those students meeting residency requirements for school attendance specified in Education Code section 48204(a), the district of residence responsible for providing special education and related services to adult students between the ages of 18 - 22 years old, shall be the last district of residence in effect prior to the student attaining the age of majority for non-conserved pupils, as long as and until the parents relocate to a new district of residence, at which time the new district of residence shall become the responsible local educational agency ("LEA");

WHEREAS, Education Code section 56028 defines a "parent" to include a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a court appointed responsible adult and a surrogate parent;

WHEREAS, Education Code section 56028 further provides that if a judicial decree or order identifies a specific person to act as the "parent" of a child or to make educational decisions on behalf of the child, then that person shall be determined to be the "parent" for purposes of determining residency under Education Code section 48200 et. seq.;

WHEREAS, Education Code sections 56195.1 and 56195.5 authorize school districts and special education local plan areas ("SELPAs") to enter into agreements to provide for the education of special education students who may reside in other districts or counties;

WHEREAS, Jose Barrera (DOB 8/17/98) is an 18 year old non-conserved, non-minor dependent, adult student ("Student") eligible for special education and related services under the Individuals with Disabilities Education Act ("IDEA");

WHEREAS, Student has been a dependent of the Orange County Juvenile Court ("Court"), lived in numerous foster homes, group homes and/or licensed children's institutions in various school districts, and prior to turning 18, had a court appointed responsible adult, Murray Schrantz, appointed to make educational decisions on his behalf until he reached the age of majority ("Educational Rights Holder");

WHEREAS, Student's previous Educational Rights Holder currently resides within the boundaries of HBUHSD;

WHEREAS, Student currently resides in an adult group home located within the boundaries of SAUSD and Student attends SAUSD's Adult Transition Program ("ATP");

WHEREAS, at the time Student moved into the adult group located within the boundaries of SAUSD there was a dispute regarding his school district of residence and which LEA was responsible for implementing Student's individualized education program ("IEP");

WHEREAS, to ensure that Student was timely enrolled in school, pending resolution of the residency dispute, SAUSD enrolled Student in its ATP program and implemented Student's IEP;

WHEREAS, subsequent to Student's enrollment in SAUSD, Student's representatives filed a due process hearing complaint with the Office of Administrative Hearings ("OAH") against SAUSD, designated as OAH Case No. 2016110511, seeking placement for Student in a non-public school (hereinafter referred to as the "Due Process Complaint");

WHEREAS, the Parties wish to enter into this Agreement regarding the provision of special education and related services for Student in accordance with the terms herein.

### **NOW, THEREFORE, HBUHSD** and SAUSD agree as follows:

### 1. Recitals

The recitals stated above are incorporated into this Agreement.

### 2. Term of Agreement

The term of this Agreement shall be through June 30, 2018.

### 3. Educational Placement and Services

### A. 2016/2017 School Year

The Parties agree that Student will remain in SAUSD's ATP program unless there is a change in placement in accordance with Student's IEP or as a result of the resolution of the Due Process Complaint. SAUSD will continue to implement Student's IEP through June 30, 2017. In the event Student is placed in a non-public school ("NPS") at any time during the 2016/2017 school year, SAUSD and HBUHSD agree to equally split the cost of the NPS, including the cost of transportation. Should Student be placed in a NPS, SAUSD will enter into a master contract with the NPS and bill HBUHSD on a monthly basis for its one-half share of the cost, including transportation. HBUHSD agrees to reimburse SAUSD within 60 days of receipt of an invoice from SAUSD.

SAUSD shall notify HBUHSD of any IEP team meeting scheduled for Student (Student/school request, annual, and triennial review IEP team meetings) and HBUHSD agrees to send a representative to participate in such IEP team meeting, either telephonically or in person. If Student requests an assessment or the IEP team refers student for a new assessment, SAUSD and HBUHSD agree to collaborate regarding the completion of the assessment within the specified timelines.

### B. 2017/2018 School Year

### (1) HBUHSD is LEA

As of July 1, 2017, and contingent upon Student not being conserved and Student's previous Educational Rights Holder continuing to reside within HBUHSD's jurisdictional boundaries, the Parties agree that HBUHSD shall be the sole LEA responsible for Student's education, including implementation of Student's IEP. On or before July 1, 2017, SAUSD shall forward Student's educational records, as well as Student's electronic SEIS file to HBUHSD.

### (2) SAUSD ATP Program

As of July 1, 2017, and contingent upon Student not being conserved and Student's previous Educational Rights Holder continuing to reside within HBUHSD's jurisdictional boundaries, if Student is placed and enrolled in SAUSD's ATP program, the Parties agree that Student may remain in SAUSD's ATP program and that SAUSD will bill-back HBUHSD for the cost of the placement, including transportation, in accordance with the funding formula included in Exhibit A, attached hereto and incorporated herein. In addition, as of July 1, 2017, HBUHSD shall implement Student's IEP, and if necessary, convene an IEP team meeting to document Student's change in LEA.

If subsequent to July 1, 2017, SAUSD determines that it can no longer provide Student with a free appropriate public education ("FAPE"), SAUSD shall immediately notify HBUHSD of the need to schedule an IEP team meeting to discuss a change in placement. If at any time SAUSD and/or Student request to have an IEP team meeting, HBUHSD agrees to timely schedule an IEP team meeting on a mutually agreeable date and time, and make an offer of FAPE for Student.

In the event Student continues to be enrolled in SAUSD's ATP program after June 30, 2018, the Parties agree to enter into a new bill-back agreement.

In the event Student moves out of SAUSD's boundaries, SAUSD shall immediately notify HBUHSD in writing of Student's change in residence. Similarly, HBUHSD shall immediately notify SAUSD in writing should the previous Educational Rights Holder have a change in residence or in the event Student becomes conserved, including the new school district of residence, if known.

### (3) Due Process Proceedings

SAUSD and HBUHSD agree to collaborate and fully cooperate in any due process proceeding involving Student that is filed subsequent to the date of this Agreement, including resolution sessions, mediations, and hearings, as well as coordinating witness availability and producing documents. In the event SAUSD is named as the sole LEA in a new due process complaint, SAUSD and HBUHSD agree that HBUHSD, as Student's responsible LEA as of July 1, 2017, is a necessary party to the due process proceedings provided that Student has not been conserved and Student's previous Educational Rights Holder continues to reside within HBUHSD's jurisdictional boundaries.

SAUSD and HBUHSD 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.

### 4. Continuous Residency of Student

The Parties acknowledge that (1) SAUSD's obligations pursuant to the terms of this Agreement are subject to Student continuing to reside in an adult group located within its jurisdictional boundaries; and (2) HBUHSD's obligations pursuant to the terms of this Agreement are subject to Student's previous Educational Rights Holder continuing to reside within its jurisdictional boundaries, and Student not being conserved. In the event Student moves out of SAUSD's boundaries, SAUSD shall immediately notify HBUHSD in writing of Student's change in residence. Similarly, HBUHSD shall immediately notify SAUSD in writing should the previous Educational Rights Holder have a change in residence or in the event Student becomes conserved, including the new school district of residence, if known. The Parties also acknowledge and agree that in the event Student is conserved, the district of residence of the conservator shall become the responsible LEA in accordance with Education Code section 56041. The Parties further agree to work collaboratively to resolve any dispute regarding Student's school district of residence should Student or his previous Educational Rights Holder move, or Student becomes conserved.

### 5. 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 be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities 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:

SAUSD: Santa Ana Unified School District

1601 East Chestnut Ave. Santa Ana, CA 92701 **Attn: Doreen Lohnes** 

**Assistant Superintendent Special Education/SELPA** 

Fax: (714) 480-5311 Phone: (714) 558-5832

HBUHSD: Huntington Beach Union High School District

5832 Bolsa Ave.

Huntington Beach, CA 92649

Attn: Doug Siembieda Director Special Education

Fax: (714) 372-8105

Phone: (714) 903-7000 ext. 4410

### 6. No Waiver

The failure of either party 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. The waiver by any party of any breach of any portion of this Agreement shall not be construed as a waiver of the entire Agreement.

### 7. Hold Harmless

To the extent permitted by law, and except for the negligent acts or omissions of employees, agents and officers of SAUSD, HBUHSD hereby agrees to hold harmless, indemnify and defend SAUSD and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, and expenses of any nature whatsoever arising from or connected with the performance of services under this Agreement.

To the extent permitted by law, and except for the negligent acts or omissions of employees, agents and officers of HBUHSD, SAUSD hereby agrees to hold harmless, indemnify and defend HBUHSD and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, and expenses of any nature whatsoever arising from or connected with the performance of services under this Agreement.

### 8. <u>Independent Contractors</u>

SAUSD and HBUHSD, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the other party. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement.

### 9. 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 as well as approved by the Parties' respective Governing Boards.

### 10. 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.

### 11. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

### 12. Counterparts

APPROVED BY:

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.

### 13. <u>Authorized Signatures</u>

The individuals signing this Agreement warrant and represent that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties.

### 14. Governing Board Approval

This Agreement is contingent upon approval by the Parties' respective Governing Boards.

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

THIRO (LD DI.	
SANTA ANA UNIFIED SCHOOL	HUNTINGTON BEACH UNION HIGH
DISTRICT	SCHOOL DISTRICT
DV.	DV.
BY:(Authorized Agent Signature)	BY:(Authorized Agent Signature)
(Print Name)	(Print Name)
,	,
(Title)	(Title)
(Title)	
DATE:	DATE:
BOARD APPROVAL:	BOARD APPROVAL:

EXHIBIT A
Funding Formula for Bill Back of SAUSD ATP Program

<u>Description</u>	Amount
Direct Staff	\$3,771,861
Support Staff Total Salaries & Benefits	103,546 \$3,875,407
Transportation Costs	1,080,000
Total Program Costs	\$4,955,407
Estimated Enrollment	148.00
Cost per pupil	\$33,482
Multiplied by Factor Rate (1.5)	\$50,224
Revenue Limit Credit AB602 & IDEA Credit Credits Sub-Total	(8,027.55) (668.31) (8,696)
Net Cost Per Student	\$41,528

<sup>\*</sup>Note: Special Circumstance Paraeducators - The Sending District shall be responsible for the full cost of additional personnel as specified for the benefit of and in the IEP for the pupil of the Sending District.

### AGENDA ITEM BACKUP SHEET February 15, 2017

### **Board Meeting**

TITLE: Approval of Standard Agreement Amendment with State of

California Department of Rehabilitation for 2016-19 School Years

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Special Education/SELPA PREPARED BY: Ryan Murray, Coordinator, Special Education Transition Services

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a Standard Agreement Amendment to an ongoing agreement between the Santa Ana Unified School District (SAUSD) and the State of California Department of Rehabilitation (DOR). The DOR currently funds training for special education students within the Transition Partnership Program in employment skills and post-graduation linkages to employers. This amendment would increase funding to expand those services.

This standard agreement amendment provides an additional \$105,295 each year for the three years of the agreement. The

with the Department of Rehabilitation will authorize additional

**ITEM SUMMARY:** 

Agreement Amendment

This Standard

funding to the District in the amount of \$315,885 for expanded vocational services for the 2016-19 school years.

funding will support expanded services to 150 special education sophomore, junior and senior students on six high school campuses including:

- o Adding sophomore students to Transition Partnership Program services
- o An additional Job Training Assistant
- o Addition of funding for two summer school classes focusing on pre-employment skills and career exploration

With the addition of this new three-year funding of \$315,885, the total Transition Partnership Program grant amount is \$1,208,475.

### **RATIONALE:**

The District's partnership with DOR began in 1999 with the addition of student employment services within both the high school Transition Partnership Program and the Adult Transition Program. DOR provides job training, supported employment, and job placement support. Sophomore, junior, and senior students qualify for lifetime DOR services through teacher referral and a DOR application process. The Transition Partnership Program staff will work closely with the responsible DOR counselor and Transition Partnership Program students/DOR

clients throughout the eligibility, planning, and employment service process to ensure that coordinated service provision will lead to a successful employment outcome.

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

### **FUNDING:**

The District will receive additional funding from DOR in the amount of \$ 315,885 for 2016-19 school years.

### **RECOMMENDATION:**

Approve the Standard Agreement Amendment with the State of California Department of Rehabilitation for the 2016-19 school years.

DL:DJ:RM:cvl

## 'STANDARD AGREEMENT AMENDMENT STD. 213 A (Flev 803)

STD. 213 A (Rev 8/03)		
X CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 Pages	AGREEMENT NUMBER	AMENOMENT NUMBER
	29830 REGISTRATION NUMBER	1
		1
This Agreement is entered into between the State Agency and     This Agreement is entered into between the State Agency and	Contractor named below:	<u> </u>
Department of Rehabilitation  Contractors name		
Santa Ana Unified School District		
2. The term of this		
Agreement is July 1, 2016 through	June 30, 2019	
3. The maximum amount of this	00110 00, 2019	
Agreement after this amendment is: \$1,208,475.00 Cert	100 - 1 MB	
4. The parties mutually agree to this amendment as follows: All as	ified Expenditure: \$703,8	82.00
4. The parties mutually agree to this amendment as follows. All ac of the Agreement and incorporated herein:	mions noted below are by t	his reference made a part
CFDA # Basic Support 84.126A State Vocational Rehabilitation	Services Program	
This contract is being amended to reflect changes pursuant the The amount of this agreement increased by \$ 315,885.00; for a The following documents are hereby revised as attack.	MOIN	• • • • • • • • • • • • • • • • • • • •
THE PARTICULAR AS A LIGHT OF THE STATE OF THE PARTICULAR PARTICULA	for FY 2016/17 2017/18 a	\$ 1,208,475.00.
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☑ Program Budget ☑ Service Budget		
Service Narrative		
☐ Certified Budget		Ų.
<ul> <li>☑ Certified Narrative</li> <li>☑ Exhibit G - Additional Provisions</li> </ul>		
		12
The effective date of this amendment is October 1, 2016.		
All other terms and conditions shall remain the same.		
IN WITNESS WHEREOF, this Agreement has been executed by the partie	an harata	

CONTRACTOR		CALIFOR Department of Ger	CALIFORNIA Department of General Services	
CONTRACTOR'S NAME (If other than an individual, state whether a corp Santa Ana Unified School District	oration, partnership, etc.)	Use Or	nly	
BY (Authorized Signature)	DATE SIGNED (Do not type)	-		
<u> </u>		1		
PRINTED NAME AND TITLE OF PERSON SIGNING Tina Douglas, Assistant Superintendent, Business	Services			
ADDRESS 1951 North Mabury Street, Santa Ana, CA 92705 Billing: 1601 E. Chestnut Avenue, Santa Ana, CA 92701				
STATE OF CALIFORNIA		7	20	
AGENCY NAME		-	S: 2017	
Department of Rehabilitation	•	*	JAN	
BY (Authorized Signature)	DATE SIGNED (Do not type)		500,000	
<u></u> <u> </u>	, , , , ,	1	27	
PRINTED NAME AND TITLE OF PERSON SIGNING		-i <sub></sub>	9 (91)	
Simone Dumas, Chief, Contracts & Procurement Section		Exempt per:	<b>2</b> 6	
ADDRESS	<u>€</u>	-	ု့် လူ	
721 Capitol Mall, Sacramento, CA 95814		:0	808	

#### **EXHIBIT A**

# COOPERATIVE CONTRACT Santa Ana Unified High School District Transition Partnership Program

### SCOPE OF WORK

### I <u>Introduction</u>

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 to students with disabilities ages 16-22. The TPP program will continue working post-exit with student/client for one year providing Job Development, placement and follow up 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 starting in the sophomore year. A school administrator, counselor or special education teacher can refer students to the program. The DOR counselor will determine 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: PETS Vocational Evaluation - PETS/VE, Vocational

Instruction/Employment Preparation PETS Workplace readiness training, Work Experience/PETS work-based learning experience, and Job Development, Placement and Follow-up/PETS Workplace readiness training. 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 <u>Fiscal Year 2016/17</u>, there shall be a total of **150** 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 95 new applicants
- Develop 85 new individual Plans for Employment ( IPE)
- Close 46 cases successfully rehabilitated

During the Fiscal Year 2017/18, there shall be a total of 150 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 95 new applicants
- Develop 90 new Individual Plans for Employment ( IPE)
- Close 48 cases successfully rehabilitated

During the Fiscal Year 2018/19, there shall be a total of 150 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 95 new cases
- Develop 90 new Individual Plans for Employment (IPE)
- Close 48 cases successfully rehabilitated

### 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. PETS/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. The Transition Teachers and Vocational Assistant will provide PETS Vocational Evaluation.

### 2. Service Goals/Number to be served

### <u>During fiscal year 2016/2017</u>, it is expected that:

 There shall be 70 student/DOR clients will receive PETŞ Vocational Evaluation services.

### During fiscal year 2017/2018, it is expected that:

• There shall be 75 student/DOR clients will receive PETS Vocational Evaluation services.

### <u>During fiscal year 2018/2019</u>, it is expected that:

• There shall be **80** 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 :
  - o soft skills needed for successful employment
  - o Interviewing techniques
  - o 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. The program coordinator, transition teacher, and Vocational Assistant will provide Vocational Instruction/Employment Preparation PETS Work Based Readiness Training services.

### 2. Service Goals/Number to be served

During fiscal year 2016-2017, it is expected that:

There shall be 90 student/DOR clients who receive Vocational Instruction/Employment Preparation PETS Work Based Readiness Training services.

During fiscal year 2017/2018, it is expected that:

There shall be 90 student/DOR clients who receive Vocational Instruction/Employment Preparation PETS Work Based Readiness Training services.

During fiscal year 2018/2019, it is expected that:

There shall be 90 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/

### **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. The Vocational Assistant will provide the PETS Work based Learning Experience.

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.

Service Goals/Number to be served

During fiscal year 2016/2017, it is expected that:

There shall be 50 student/DOR clients who receive Work Experience/ PETS work-based learning experience services.

During fiscal year 2017/2018, it is expected that:

There shall be **50** student/DOR clients who receive Work Experience/ PETS work-based learning experience services

During fiscal year 2018/2019, it is expected that:

There shall be 50 student/DOR clients who receive Work Experience/ PETS work-based learning experience services

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

### **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 customized employment placement or other job accommodations 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. The Vocational Assistant will provide the Job Development/PETS Workplace Readiness Training Services.

### 2. Service Goals/Number to be served

### During fiscal year 2016/2017, it is expected that:

There shall be 130 student/DOR clients who receive Job Development/ PETS Workplace Readiness Training services.

There shall be 60 student/DOR clients placed in employment consistent with the IPE goal.

The placements shall result in 46 successful (26) DOR closures.

### During fiscal year 2017/2018, it is expected that:

There shall be 130 student/DOR clients who receive Job Development/ PETS Workplace Readiness Training services.

There shall be 60 student/DOR clients placed in employment consistent with the IPE goal.

The placements shall result in 48 successful (26) DOR closures.

### <u>During fiscal year 2018/2019</u>, it is expected that:

There shall be 130 student/DOR clients who receive Job Development/ PETS Workplace Readiness Training services.

There shall be 60 student/DOR clients placed in employment consistent with the IPE goal.

The placements shall result in 48 successful (26) DOR closures.

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

### **DESCRIPTION OF SERVICES**

NSE Job Coaching includes individual client assistance and support on or offthe-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

The Vocational Assistant will provide the PETS Non-Supported Employment Job Coaching Services.

### 2. Service Goals/Number to be served

<u>During fiscal year 2016/2017</u>, it is expected that: There shall be **40** student/DOR clients who receive PETS Non-supported Employment Job Coaching services.

<u>During fiscal year 2017/2018</u>, it is expected that: There shall be **40** student/DOR clients who receive PETS Non-supported Employment Job Coaching services

<u>During fiscal year 2018/2019</u>, it is expected that: There shall be **40** student/DOR clients who receive PETS Non-supported Employment Job Coaching services

Contract Administrator/Program Coordinator

DOR Contract Administrator
Sonia Magana
Rehabilitation Specialist
Department of Rehabilitation
222 South Harbor Blvd., Suite 300
Anaheim, CA 92805
(714) 518-2494
(714) 991-0844 fax
E-mail: smagana@dor.ca.gov

Agency Program Coordinator
Jacqueline Russell-Garcia
Career Community Educational Specialist
Santa Ana Unified School District
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Santa Ana, CA 92706
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(714) 972-6780
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Agency Program Coordinator Assistant
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(714) 571-4401
(714) 550-4349
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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.

### Santa Ana Unified School District

# DOR Program Budget July 1, 2016 - June 30, 2019

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ITEM	<u>FTE</u> EXPENDITURE	FY 7/1/2016 to 6/30/2017 TOTAL	FY 7/1/2017 to 6/30/2018 TOTAL	FY 7/1/2018 to 6/30/2019 TOTAL
Rehabilitation Team Unit	Units	1.50	1.50	1.50
1 FTE = \$110,377		\$165,566	\$165,566	\$165,566
Case Services (Individual Consumer Expenses)		128,039	128,039	128,039
,	SUBTOTAL	\$293,605	\$293,605	\$293,605
Case Service Contract(s):				
			- 4	
TOTAL DOR PROGRAM COST		\$293,605	\$293,605	\$293,605

### Santa Ana Unified School District

### Program Budget and Match Summary July 1, 2016 - June 30, 2019

	FY 7/1/2016 to 6/30/2017	FY 7/1/2017 to 6/30/2018	FY 7/1/2018 to 6/30/2019
. *	<u>TOTALS</u>	<b>TOTALS</b>	<b>TOTALS</b>
DOR PROGRAM COSTS (From DOR Program Budget)	\$293,605	\$293,605	\$293,605
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$402,825	\$402,825	\$402,825
TOTAL FEDERAL COSTS	\$696,430	\$696,430	\$696,430
Certified Match (If applicable)	<b>\$232,339</b> 25.02%	<b>\$234,627</b> 25.20%	<b>\$236,916</b> 25.38%
Total Federal Share	\$696,430	\$696,430	\$696,430
÷.*	74.98%	74.80%	74.62%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0	\$0	\$0
	0%	0%	. 0%
TOTAL STATE MATCH	\$232,339	\$234,627	\$236,916

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

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### 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 28-40%.

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

Type	,	8		Rates
0	STRS			10.73%
0	PERS			12.60%
0	OASDI			6.2%
0	Medicare			1.45%
O	SUI			.05%
0	WC		23	1.46%
0	Retiree			4.35%
0	Health &Welfare			\$10,761
0	Indirect	10.7 als		6.49%

### **Program Coordinator**

### **Cooperative Program Functions**

### **Administrative Duties:**

Provides record keeping; creates production reports, master lists, client lists, oversees all administrative aspects of program, co-facilitate / attend DOR quarterly meetings, facilitate lead teacher meetings. Oversee contract creation and administration. Oversees office functions, senior transition day and other program events.

### **PETS Direct Services:**

The Program Coordinator will conduct case conferences with Transition Teachers and TPP staff re: DOR/client progress toward goals. Provide guidance and career development and planning to TPP students/DOR clients. Assist in the development of goals, implementation of education and career plans, transition plans, job development, placement, monitoring and vocational training components. Establishes linkages with employers

to develop Job opportunities. This position will be extended 10 days to provide coordination for ongoing TPP activities
Full-time entitled to benefits that Include: OASDI, Medicare, STERS, WCI, Health & Welfare and Retiree Benefits

### Former/Concurrent Traditional Agency Functions

<u>Career Community Educational Specialist</u>: 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.

### Transition Assistant

### Cooperative Program Functions

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. Provides monthly service invoice preparation; certified time reimbursements and other necessary paperwork. Prepares and keeps updates of client information, including but not limited to: 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.

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

### Former/Concurrent Traditional Agency Functions

Senior Administrative Clerk: Provide office management including book keeping, word processing, and payroli. Perform duties involving knowledge of the program, policies, terminology and clerical procedures as well as perform duties involving frequent and responsible public contacts. Position dedicated 100% to the Transition Partnership Project.

### Vocational Assistant

### Cooperative Program Functions

### Administrative Duties: Attends DOR Quarterly Meetings

### PETS Direct Services:

Will provide the following services: PETS Vocational Evaluation (PETS/VE), Vocational Instruction/Employment Preparation PETS Workplace readiness 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 provides: 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.

Full-time benefits include: OASDI, Medicare, PERS, WCI, SUI, Health & Welfare

and Retiree Benefits

Part-time benefits include: WCI, SUI, Health & Welfare

### Former/Concurrent Traditional Agency Functions

Job Training Assistant: Provide job development, coaching, career awareness, pre-employment training for Work Ability Program.

Position dedicated 100% to the Transition Partnership Project.

### **Transition Teacher**

### **Cooperative Program Functions**

Administrative Duties:
Attends DOR Quarterly Meetings

### PETS Direct Services:

Assists in obtaining appropriate documentation and evaluation information to aid DOR staff with the determination of eligibility for potentially eligible students participating in Pre-ETS. Teach summer (15 days) transition class for DOR clients using provided curriculum, including, but not limited to: Making Career Decisions, Using Labor Market Information, Preparing Resumes, Job Search Tools, Interviewing, Being Consistently Punctual, Maintaining Regular Attendance, Demonstrating Positive Attitudes Behaviors, Presenting Appropriate Appearance, Exhibiting Good Interpersonal Relations, Completing Tasks Effectively, Financial Information and Budgeting Work Preparedness.

Obtains and gathers information/ paperwork for DOR eligibility process for potentially eligible students participating in Pre-ETS. .

Obtains reports for case records.

Coordinates each DOR client's transition activities and program with DOR staff and other community agencies. Monitors and administers a systematic process by which a prospective student/DOR client seeking involvement in the TPP classroom is linked during their freshman/sophomore year with the transition teacher/program. Linkage teachers, transition teachers and support staff will provide insight into the prospective TPP students/DOR clients.

Full-time benefits include: Medicare, STRS, SUI, WCI, Health & Welfare and Retiree Benefits

### Former/Concurrent Traditional Agency Functions

<u>Teacher, Special Education:</u> Teaches basic school subjects and provides an education program designed to encourage learning, achievement, and overall adjustment to the maximum of each individual student's capacity. Plans daily classroom activities.

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

### **OPERATING EXPENSES**

Instructional Materials - Supplies that are required to provide Vocational Instruction to TPP/DOR students including: DOR client supplies, manuals, vocational-specific curriculum, job specific tutorial supplies.

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

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 –Reimbursement for mileage expenses when contract staff use their own private vehicles in the provision of contract services such as local job development, job coaching, monitoring and other program related activities. Reimbursement not to exceed the CalHR designated rates.

Training –Registration and fees for contract staff to attend training related to contract services (e.g. current trends in technology related to job placement, job skill development, labor laws/labor market trends, career and vocational preparation). Training must be pre-approved in writing by the DOR Contract Administrator and is estimated at \$500 per FTE position for budgeting purposes.

Transportation—Bus transportation for clients in order to provide coordination and linkages of available services and support in the community. These linkages includes a variety of services in the community including; job exploration

counseling, counseling on post-secondary opportunities, interviewing techniques, and appropriate work behaviors. Assisting students/clients in finding jobs that match their Individual Plan for Employment vocational goal, Building networks and employer contacts to develop and /or identify job opportunities and job knowledge of soft skills needed for successful employment.

Senior Transition Day 2 buses @ \$ 841.00 (\$420.50 ea.)

Career Exploration Event 2 buses @ \$ 841.00 (\$420.50 ea.)

Outdoor Career Building 2 buses @ \$ 841.00 (\$420.50 ea.)

### 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 Part, 215, 220, 230 Office of Management and Budget (OMB) circulars

	C000	ERATIVE	COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET	GENCY-CERTIFIED EXPEN	NDTTURE 9	BUDGET			
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FTE -30 hs/wk @ 10 mth	\$133,201.00	0.03	53.006.03	\$133,200,00	8	to soe he		3	26,382.74
Iransition Teacher Alternative Program 1 FTE #30 hs/wk @ 10 outh		8	30 60				OU IUSA	0.003	£3,596,03
1PP High School Laison: 1 FTE ⊾30 hs/w/k @ 10 mth		0.03	Se months	S124 270 20	0 0	53,727.18		000	\$3,799.90
1PP High School Liaison 1 FTE =40 hs/wK @ 11 mth		800	54.888.44	STICT GAR OR	2	07-1807-1-0			22,180,22
7 PP High School Liabson 1 FTE =40 hs/wit @	5166 900 68	2	90				9105,346,40	COM .	54,2881.44
TPP High School Lielson 1 FTE #40 hs/wk @ 11 mth	90 504	2	a amos	20'20'00'e	OTE	82,008,98	\$166,899.69	000	\$5,006.99
TPP High School Leison 1 FTE =40 hs/wk @	01107010	1	25,287,56	\$176,584.98	50.0	\$5,297.55	\$178,584.98	0.03	\$5,297,55
TPP High School Lisison 1 FTE =40 hs/wk	\$157,140.BH	000	8,7422	\$157,140.81	8	84,7422	\$157,140.BH	8	\$4,714.22
(2) 11 mth TPP Coordinator Assistant 1 FIE =40 hg/wk	\$157,140.81	000	54,714.22	\$157,140.BI	0,03	\$4,714.22	\$167,140.BT	0.03	\$4,714.22
@ 12 mth TPP Program Coordinator Assistant 40	\$72,571.18	Đ.	S725.71	S72,571.18	50	5725.71	\$72,571.18	B	5726.71
II SAWKGITZ RIDI + 15 CENS SURFINGS	\$161,645.83	900	\$5,696.72	\$161,645.33	900	53,698,72	\$161,645.33	90'0	\$2,698.72
Job Developer 1 FTE = 30 hs/wk @ 10 mth	\$60,648.00	8	SI,B18.44	\$80,648.00	88	\$1,619.44	\$60,648.00	500	\$1,819.44
Job Developer 1 FTE =30 hs/wk @ 10 mth	\$59,907.00	0,10	\$5,990.70	SS9,907.00	0.10	S6,980.70	\$59,907.00	0.10	\$5,990.70
Job Developer 1 FTE =30 hafuk @ 10 meh	\$57,280.00	0.10	\$5,728.00	\$57,280.00	0.10	00'822'95	\$57,280.00	0.10	\$5,728.00
17	\$52,027,00 \$44,64,656,65	0.10		\$52,927.00	0,10	\$5,202.70	\$52,027.00	0.10	ES 292.70
						25. C2. ACC 35.		127	\$236.015.60
Contraction of the Contraction		10000	7	S. 665. 11. 11. 11. 15. 15. 15. 15. 15. 15. 1	1.00	430		2000	
Personnel and Operating Subtotal			\$272,730			5234,827		Ϊ	\$728 OIA
Indirect Cost Total								<u> </u>	
TOTAL EXPENDITURES CERTIFIED		+	\$2.2.33		<del>\</del>	\$234,627			8236.916

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### Santa Ana Unified School District TPP CERTIFIED EXPENDITURE BUDGET NARRATIVE

### 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 28-40%.

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

<u>Type</u>			Rates
	o STRS		10.73%
	o PERS		12.60%
	o OASDI	6 ×	6.2%
	o Medicare	¥	1.45%
	o SUI		.05%
	o WC		1.46%
	o Retiree		4.35%
	<ul> <li>Health &amp;Welfare</li> </ul>		\$10,761
	o Indirect	40	6.49%

### PERSONNEL

### **Program Coordinator**

### **Cooperative Program Functions**

Program Coordinator meets regularly with Transition Teachers, Students and TPP staff re: TPP activities and DOR client progress toward goals. Eight percent of time is devoted to direct services through Vocational Evaluation, Vocational Instruction/Employment Preparation, Workplace readiness training, DOR document completion and one-on-one assistance to students.

The Program Coordinator position will be extended 15 days to provide summer coordination for ongoing TPP activities.

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

### Former/Concurrent Traditional Agency Functions

<u>Career Community Educational Specialist</u>: 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.

Transition Teacher: will provide Vocational Instruction/Employment Preparation PETS

### Cooperative Program Functions

Assists in obtaining appropriate documentation and evaluation information to aid DOR staff with the determination of eligibility for potentially eligible students participating in Pre-ETS. Teach transition class for DOR clients using provided curriculum, including, but not limited to: Making Career Decisions, Using Labor Market Information, Preparing Resumes, Job Search Tools, Interviewing, Being Consistently Punctual, Maintaining Regular Attendance, Demonstrating Positive Attitudes Behaviors, Presenting Appropriate Appearance, Exhibiting Good Interpersonal Relations, Completing Tasks Effectively, Financial Information and Budgeting Work Preparedness.

Obtains and gathers information/ paperwork for DOR eligibility process for potentially eligible students participating in Pre-ETS.

Obtains reports for case records.

Coordinates each DOR client's transition activities and program with DOR staff and other community agencies. Monitors and administers a systematic process by which a prospective student/DOR client seeking involvement in the TPP classroom is linked during their freshman/sophomore year with the transition teacher/program. Linkage teachers, transition teachers and support staff will provide insight into the prospective TPP students/DOR clients.

Spends a minimum of an additional 1.5-hour per week (during prep period including before and after school) on TPP direct student activities such as: Using Labor Market Information, Preparing Resumes, Job Search Tools, Interviewing, Being Consistently Punctual, Maintaining Regular Attendance, Demonstrating Positive Attitudes Behaviors, Presenting Appropriate Appearance, Exhibiting Good Interpersonal Relations, Completing Tasks Effectively, outside of the 5 hrs of teaching TPP class for a total of 6.5 hrs/wk of certified time.

Full-time benefits include: Medicare, STRS, SUI, WCI, Health & Welfare and Retiree Benefits

### Former/Concurrent Traditional Agency Functions

<u>Teacher, Special Education:</u> Teaches basic school subjects and provides an education program designed to encourage learning, achievement, and overall adjustment to the maximum of each individual student's capacity. Plans daily classroom activities.

### Cooperative Program Functions

<u>Transition Teacher, Alternative Program:</u> will provide Vocational Instruction/Employment Preparation PETS.

Assists in obtaining necessary documentation and evaluation information to aid the DOR counselor in determining eligibility of applicants for DOR services for potentially eligible students participating in Pre-ETS. Coordinates evaluation of performance in skills classes, work experience and vocational training for DOR clients. Obtains reports for case records. Coordinates each DOR client's transition activities and program with DOR staff and other community agencies.

Full-time benefits include: Medicare, STRS, SUI, WCI, Health & Welfare and Retiree Benefits

### Former/Concurrent Traditional Agency Functions

<u>Teacher</u>, <u>Special Education</u>: Teaches basic school subjects and provides an education program designed to encourage learning, achievement, and overall adjustment to the maximum of each individual student's capacity.

### TPP High School Liaison:

### Cooperative Program Functions

Attends IEP/ITP meetings of TPP students/clients to discuss client progress in TPP services. Only the time that the TPP services are discussed will be certified. Will provide educational career support and guidance in the areas of Follow Through, Punctuality, Maintaining Regular Attendance, Demonstrating Positive Attitudes, Behaviors, Presenting Appropriate Appearance, Exhibiting Good Interpersonal Relations, and Completing Tasks Effectively.

Full-time benefits include: Medicare, STRS, SUI, WCI, Health & Welfare and Retiree Benefits

### Former/Concurrent Traditional Agency Functions

Assistant Principal IV/Department Chair/Psychologist/Counselor: Under the direction of a Principal IV, directs and coordinates a major part of a high school education in instruction, supervision, or guidance.

### **TPP Coordinator Assistant:**

### **Cooperative Program Functions**

Provides updates and answer questions on TPP student/DOR Client progress for parents and TPP/DOR students.

Full-time benefits include: OASDI, Medicare, PERS, WCI, SUI, Health & Welfare and Retiree Benefits

### Former/Concurrent Traditional Agency Functions

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

### TPP Program Coordinator Assistant:

### Cooperative Program Functions

TPP time dedicated to direct student service, monitoring, discussion of progress, gathering documentation to establish eligibility, connecting with student/client and collaboration between TPP transition teachers/staff at the adult transition program. Attends IEP/ITP meetings of TPP students/clients and potentially eligible clients to discuss client progress in TPP services only during the time in which the TPP is discussed will be certifled. Will provide educational career support and guidance in the areas of Follow Through, Punctuality, Maintaining Regular Attendance, Demonstrating Positive Attitudes, Behaviors, Presenting Appropriate Appearance, Exhibiting Good Interpersonal Relations, Completing Tasks Effectively.

Full-time benefits include: Medicare, STRS, SUI, WCI, Health & Welfare and Retiree Benefits

### Former/Concurrent Traditional Agency Functions

<u>Coordinator of Special Education, Transition Services:</u> Under direction of the Coordinator of Special Education implements, coordinates and facilitates District wide special education services. Plans and evaluates effectiveness of programs.

### Job Developer

### **Cooperative Program Functions**

Will provide the following services: Work Experience, work-based learning experience/Job Development, Placement and Follow-up/ 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. Provide simple destination training, as needed. The Job Developer may 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 Job Developer will provide individualized job development and job placement assistance to DOR client as per individualized Plan for Employment. These direct client services will be under the direction of the DOR counselor and TPP Program Coordinator and vocational assistant to assure that DOR clients receive maximum benefits.

Full-time benefits Include: OASDI, Medicare, PERS, WCI, SUI, Health & Welfare and Retiree Benefits

Part-time benefits include: WCI, SUI, Health & Welfare

## Former/Concurrent Traditional Agency Functions

Job Training Assistant: Provide Job development, coaching, career awareness, pre-employment training for Work Ability Program. This position is fully funded by Santa Ana Unified School District.

# AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Ratification of Purchase Order Summary and Listing of all Purchase

Orders, for the Period of January 11, 2017 through January 24, 2017

ITEM: Consent

**SUBMITTED BY:** Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

#### **BACKGROUND INFORMATION:**

Board Policy 3300 and Education Code 17604 specifically authorizes the Board to delegate signature authority on behalf of the District to the District Superintendent. Such delegation of signature authority serves to expedite the implementation of financial transactions or any other contract.

#### **ITEM SUMMARY:**

- Snapshot of purchase orders issued between January 11, 2017 through January 24, 2017
- Board Policy 3300
- Education Code 17604

## **RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of January 11, 2017 through January 24, 2017. A detailed listing is also included. Purchase orders for contracts over \$25,000 have been previously approved by the Board through individual agenda items.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact.

## **RECOMMENDATION:**

Ratify Purchase Order Summary and Listing of all Purchase Orders for the period of January 11, 2017 through January 24, 2017.

TD:jg:mm



## Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: January 25, 2017

To: Stefanie P. Phillips, Ed.D., Superintendent

From: Tina Douglas, Assistant Superintendent, Business Services

Subject: Purchase Order Summary: From 11-JAN-2017 through 24-JAN-2017

Fund 01	21st Century ASSETS (roll-up 4124)	\$ 18,404.57
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$ 1,999.51
Fund 01	Beginning Teacher-BTSA	\$ 209.94
Fund 01	California Clean Energy Jobs Act (Prop 39)	\$ 693,980.50
Fund 01	Carl D Perkins Section 131 Career and Technical Education Act of 1998	\$ 17,300.00
Fund 01	Department of Rehab: Workability II, Transition Partnership	\$ 1,499.67
Fund 01	Education Academy [0434] CHS	\$ 1,517.97
Fund 01	Fund 01 General Fund	\$ 7,296.39
Fund 01	Head Start	\$ 1,518.87
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$ 347,774.27
Fund 01	IASA: Title I Migrant Ed Regular Program	\$ 590.90
Fund 01	Kinder Readiness Program II	\$ 368.55
Fund 01	LCFF-Supplemental/Concentration	\$ 136,756.80
Fund 01	Lottery: Instructional Materials	\$ 484.88
Fund 01	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	\$ 326.96
Fund 01	NCLB: Title I, School Improvement Grant QEIA	\$ 8,917.00
Fund 01	NJROTC	\$ 252.42
Fund 01	One-Time Discretionary Funds	\$ 290,755.08
Fund 01	Ongoing & Major Maintenance Account	\$ 70,972.76
Fund 01	Risk Management - Undesignated	\$ 1,586.76
Fund 01	Saturday Attendance Recovery Program (WIN)	\$ 945.27
Fund 01	Special Ed: Mental Health Services	\$ 47,519.00
Fund 01	Special Education	\$ 4,955.97
Fund 01	Title I, Core Set Aside	\$ 1,607.80
Fund 01	Title II-Part A Improving Teacher Quality	\$ 2,175.00
Fund 01	Title III Limited English Proficiency LEP Student Program	\$ 58,668.87
Fund 01	Two-Way Digital ITFS Licensee Revenue	\$ 439.00
Fund 01	Unrestricted - CalSafe (6091/6092)	\$ 59.25
Fund 01	Unrestricted Discretionary Accounts	\$ 888,259.07
	Grand Total:	\$ 2,607,143.03

## **BOARD OF EDUCATION**

Fund 09	Fund 09 One-Time Discretionary Funds		\$ 1,205.00
	·	Grand Total:	\$ 1,205.00
Fund 12	Child Development: CA State Preschool Program		\$ 1,638.93
Fund 12	Child Development: CA State Preschool Program QRIS Block Grant RFA		\$ 556.35
		Grand Total:	\$ 2,195.28
Fund 13	Child Nutrition: School Programs		\$ 20,770.86
		Grand Total:	\$ 20,770.86
Fund 14	Fund 14 Deferred Maintenance Fund		\$ 43,786.66
		Grand Total:	\$ 43,786.66
Fund 25	Fund 25 City Santa Ana Redevelopment		\$ 9,825.35
Fund 25	Fund 25 Redevelopment Agency (RDA) Funds		\$ 2,354,035.00
		Grand Total:	\$ 2,363,860.35
Fund 81	Fund 81 Property & Liability		\$ 32,690.70
		Grand Total:	\$ 32,690.70

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

# Fund 01

		:			
PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	/mom/
35/006	11-Jan-201/		IASA: IItle I Basic Grants Low-Income and Neglected, Part A	MAKIIN ELEMENIAKY SCHOOL	
357007	11-Jan-2017	REALLY GOOD STUFF, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 668.98
357008	11-Jan-2017	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 7,992.44
357009	11-Jan-2017	SCHOLASTIC, INC.	Unrestricted Discretionary Accounts	SIERRA PREPARATORY ACADEMY	\$ 356.00
357010	11-Jan-2017	CASBO	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 750.00
357011	11-Jan-2017	SOUTHWEST SCHOOL AND OFFICE SUPPLY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 501.04
357012	11-Jan-2017	SCHOLASTIC CLASSROOM MAGAZINES	One-Time Discretionary Funds	FRANKLIN ELEMENTARY SCHOOL	\$ 69.15
357013	11-Jan-2017	GRAINGER	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 458.50
357014	11-Jan-2017	EAGLE SOFTWARE	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 1,575.00
357015	11-Jan-2017	CABE	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 1,110.00
357016	12-Jan-2017	CUMMING CONSTRUCTION MANAGEMENT, INC.	California Clean Energy Jobs Act (Prop 39)	CONSTRUCTION	\$ 70,000.00
357018	12-Jan-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 129.08
357019	12-Jan-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 191.80
357020	12-Jan-2017	GILBERT & STEARNS, INC.	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 6,493.00
357021	12-Jan-2017	GILBERT & STEARNS, INC.	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 7,629.00
357022	12-Jan-2017	APPLE, INC.	One-Time Discretionary Funds	SPURGEON INTERMEDIATE SCHOOL	\$ 1,087.20
357022	12-Jan-2017	APPLE, INC.	Special Education	SPURGEON INTERMEDIATE SCHOOL	\$ 788.62
357023	12-Jan-2017	AREY JONES EDUCATIONAL SOLUTIONS	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 8,858.30
357024	12-Jan-2017	APPLE, INC.	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	\$ 1,792.98
357026	12-Jan-2017	GOVCONNECTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,587.22
357029	12-Jan-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 2,763.79
357030	12-Jan-2017	MIND RESEARCH INSTITUTE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 1,000.46
357032	12-Jan-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MONTE VISTA ELEMENTARY SCHOOL	\$ 94.13
357033	12-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 594.09
357034	12-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 598.66
357035	12-Jan-2017	DOOLEY ENTERPRISES	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 5,000.00
357036	12-Jan-2017	KELLY PAPER COMPANY	Fund 01 General Fund	PUBLICATIONS	\$ 2,572.56
357037	12-Jan-2017	REGREEN, INC.	California Clean Energy Jobs Act (Prop 39)	CONSTRUCTION	\$ 623,980.50
357038	12-Jan-2017	DIAMOND BAR HIGH SCHOOL	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 400.00
357039	13-Jan-2017	STANBURY UNIFORMS, INC.	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 10,373.63
357040	13-Jan-2017	PIONEER MANUFACTURING COMPANY, INC. dba PIONEER ATHLETICS dba REVERE PRODUCTS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 1,301.62
357041	13-Jan-2017	THE FITNESS MECHANICS, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 2,118.82
357042	13-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 56.51
357044	13-Jan-2017	OFFICE DEPOT	Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 209.94
357045	13-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 371.86
357046	13-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 300.76
357047	13-Jan-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$ 247.59
357048	13-Jan-2017	SUN RIDGE SYSTEMS, INC.	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 9,556.00
357049	13-Jan-2017	R.P.P. GROUP, INC. dba SUBWAY 36125	Unrestricted Discretionary Accounts	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 2,500.00
357051	13-Jan-2017	ASCD	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	\$ 399.00
357052	13-Jan-2017	INTERNATIONAL BACCALAUREATE ORGANIZATION	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$ 1,478.00

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PO Number:	Date PO Created:	Supplier:		Site:	\moun
35/053	13-Jan-2017	CDW GOVERNMENT, INC.	IASA: Title I basic Grants Low-income and Neglected, Part A	SPURGEON INTERIMEDIATE SCHOOL	
357054	13-Jan-2017	SCHOOL HEALTH CORPORATION	Unrestricted Discretionary Accounts	HEALTH/HOME-HOSPITAL INSTR	\$ 3,138.23
357055	13-Jan-2017	BLICK ART MATERIALS dba DICK BLICK COMPANY	One-Time Discretionary Funds	SPURGEON INTERMEDIATE SCHOOL	\$ 191.34
357056	13-Jan-2017	SANTA ANA CHAMBER OF COMMERCE	Unrestricted Discretionary Accounts	COMMUNITY RELATIONS	\$ 2,000.00
357057	13-Jan-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 62.76
357058	13-Jan-2017	OFFICE DEPOT	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	\$ 196.50
357060	13-Jan-2017	OFFICE DEPOT	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	\$ 140.88
357061	13-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 66.86
357062	13-Jan-2017	STAPLES BUSINESS ADVANTAGE	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 1,098.28
357063	13-Jan-2017	VERIZON WIRELESS	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 538.17
357064	13-Jan-2017	STEVEN C. WILMES dba WILMES, LLC	LCFF-Supplemental/Concentration	PROFESSIONAL DEVELOPMENT	\$ 1,330.00
357065	13-Jan-2017	В&Н РНОТО VIDEO	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 512.90
357066	13-Jan-2017	CASH MEMBERSHIPS	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 1,061.00
357067	13-Jan-2017	CASH MEMBERSHIPS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 219.00
357069	17-Jan-2017	GOPHER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	\$ 34.37
357070	17-Jan-2017	LEARNING RESOURCES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 39.80
357071	17-Jan-2017	AREY JONES EDUCATIONAL SOLUTIONS	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	\$ 1,227.81
357072	17-Jan-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 1,210.57
357073	17-Jan-2017	CDW GOVERNMENT, INC.	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	\$ 379.99
357074	17-Jan-2017	SEVERIN INTERMEDIATE HOLDINGS, LLC	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	
357075	17-Jan-2017	SPINLIFE.COM, LLC	Special Education	SPECIAL EDUCATION	\$ 1,063.50
357076	17-Jan-2017	SBCSS C/O EVSELPA	Special Ed: Mental Health Services	SPECIAL EDUCATION	\$ 350.00
357078	17-Jan-2017	DE VIDA G. GILL dba MAHOGANY VIDA UNLIMITED, LLC	Special Ed: Mental Health Services	SPECIAL EDUCATION	\$ 47,169.00
357079	17-Jan-2017	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 7,665.00
357080	17-Jan-2017	DOUGLAS FORSYTH dba SONIC SYSTEMS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 434.91
357081	17-Jan-2017	ILLUMINATE EDUCATION, INC.	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 798.00
357082	17-Jan-2017	AQUARIUM OF THE PACIFIC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,460.00
357083	17-Jan-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 4,239.80
357087	17-Jan-2017	NICHOLAS P. PIPINO ASSOCIATES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 530.38
357088	17-Jan-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LOWELL ELEMENTARY SCHOOL	\$ 1,027.94
357091	17-Jan-2017	FOLLETT SCHOOL SOLUTIONS, INC.	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$ 59,592.00
357093	17-Jan-2017	BARNES & NOBLE BOOKSELLERS, INC.	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 470.54
357094	17-Jan-2017	MUSICIAN'S FRIEND, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WASHINGTON ELEMENTARY SCHOOL	\$ 164.32
357095	17-Jan-2017	MARATHON INK SCREENPRINTING AND EMBROIDERY	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 437.47
357096	17-Jan-2017	TONAS GRAPHICS, INC.	One-Time Discretionary Funds	FRANKLIN ELEMENTARY SCHOOL	\$ 1,729.28
357097	17-Jan-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 293.09
357099	17-Jan-2017	REGISTRATION FOR YOU	Carl D Perkins Section 131 Career and Technical Education Act of 1998	VOCATIONAL EDUCATION	\$ 17,300.00
357100	17-Jan-2017	BARNES & NOBLE BOOKSELLERS, INC.	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 1,517.97
357101	17-Jan-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	GARFIELD ELEMENTARY SCHOOL	\$ 104.71
357102	17-Jan-2017	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 46.64
357103	17-Jan-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	FREMONT ELEMENTARY SCHOOL	\$ 129.26
357104	17-Jan-2017	OFFICE DEPOT	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	\$ 59.25
357105	17-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 249.94

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	<b>Amoun</b>
357106	17-Jan-2017	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 199.98
357109	18-Jan-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	HEALTH/HOME-HOSPITAL INSTR	\$ 686.83
357110	18-Jan-2017	AREY JONES EDUCATIONAL SOLUTIONS	Title I, Core Set Aside	PUPIL SUPPORT SERVICES	\$ 1,227.81
357111	18-Jan-2017	TIME AND ALARM SYSTEMS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 6,982.20
357112	18-Jan-2017	CDW GOVERNMENT, INC.	Title I, Core Set Aside	PUPIL SUPPORT SERVICES	\$ 379.99
357113	18-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 122.03
357114	18-Jan-2017	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 500,710.13
357117	18-Jan-2017	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 96,000.00
357118	18-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 173.68
357119	18-Jan-2017	BERTRAND'S MUSIC ENTERPRISES	Saturday Attendance Recovery Program (WIN)	SANTA ANA HIGH SCHOOL	\$ 495.27
357120	18-Jan-2017	OFFICE DEPOT	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	\$ 89.54
357121	18-Jan-2017	REALLY GOOD STUFF, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 77.33
357122	18-Jan-2017	SAM ASH MUSIC	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 772.30
357123	18-Jan-2017	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 200.33
357124	18-Jan-2017	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 416.51
357125	18-Jan-2017	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 565.53
357126	18-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LOWELL ELEMENTARY SCHOOL	\$ 286.08
357127	18-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 945.55
357129	18-Jan-2017	OFFICE DEPOT	Special Education	TAFT ELEMENTARY SCHOOL	\$ 41.16
357132	18-Jan-2017	LAKESHORE LEARNING MATERIALS	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	\$ 138.13
357133	18-Jan-2017	LAKESHORE LEARNING MATERIALS	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 177.06
357134	18-Jan-2017	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 220.92
357135	18-Jan-2017	MIKE J. MANCE dba STEAMX, LLC	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 545.71
357136	18-Jan-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MONROE ELEMENTARY SCHOOL	\$ 108.38
357137	18-Jan-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	\$ 894.94
357138	18-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 588.39
357139	18-Jan-2017	STAPLES BUSINESS ADVANTAGE	Special Education	SPECIAL EDUCATION	\$ 42.54
357140	18-Jan-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 225.95
357141	18-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 62.13
357142	18-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 808.83
357144	18-Jan-2017	OFFICE DEPOT	Special Education	EDISON ELEMENTARY SCHOOL	\$ 21.53
357145	18-Jan-2017	SOCIAL THINKING	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 2,226.75
357146	18-Jan-2017	SOUTHWEST SCHOOL AND OFFICE SUPPLY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 262.05
357147	18-Jan-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 360.42
357148	18-Jan-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 96.65
357149	18-Jan-2017	STAPLES BUSINESS ADVANTAGE	Special Education	SPECIAL EDUCATION	\$ 235.16
357150	18-Jan-2017	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 269.46
357151	18-Jan-2017	DIGITAL NETWORKS GROUP, INC.	One-Time Discretionary Funds	SADDLEBACK HIGH SCHOOL	\$ 36,099.74
357154	18-Jan-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 429.92
357155	18-Jan-2017	R M SYSTEMS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,418.00
357156	18-Jan-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 987.55
357157	18-Jan-2017	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,817.60
357158	18-Jan-2017	GST, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	
357159	18-Jan-2017	GRAHAM COMPANY A DIVISON OF NA SYSTEMS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 985.91

PO Number:	Date PO Created:	Supplier:		Site:	\mom\
35/160	18-Jan-201/	PROSOUND AND STAGE LIGHTING		BUILDING SERVICES	
357161	18-Jan-2017	WEST COAST FIRE & INTEGRATION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,384.58
357162	18-Jan-2017	PROFESSIONAL PLUMBING & DRAIN CLEANING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,122.00
357163	18-Jan-2017	VORTEX INDUSTRIES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 271.00
357164	18-Jan-2017	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,800.00
357165	18-Jan-2017	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,900.00
357166	18-Jan-2017	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 1,404.90
357168	18-Jan-2017	CATAPULT LEARNING WEST, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	NONPUBLIC SCHOOLS	\$ 77,767.16
357168	18-Jan-2017	CATAPULT LEARNING WEST, LLC	Title III Limited English Proficiency LEP Student Program	NONPUBLIC SCHOOLS	\$ 13,839.58
357169	18-Jan-2017	BARNES & NOBLE BOOKSELLERS, INC.	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 20.69
357170	18-Jan-2017	LITTLEBITS ELECTRONICS, INC.	One-Time Discretionary Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 2,046.23
357171	18-Jan-2017	MUSIC AND ARTS	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 24,873.63
357172	18-Jan-2017	FOLLETT SCHOOL SOLUTIONS, INC.	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 99.00
357173	18-Jan-2017	BOOMERANG PROJECT	NCLB:Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 7,485.00
357174	18-Jan-2017	DISNEYLAND RESORT	NCLB:Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 1,432.00
357175	19-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 35.07
357176	19-Jan-2017	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 142,863.22
357177	19-Jan-2017	OFFICE DEPOT	NJROTC	SADDLEBACK HIGH SCHOOL	\$ 252.42
357178	19-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 75.41
357179	19-Jan-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 2,533.68
357179	19-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 10.76
357181	19-Jan-2017	OFFICE DEPOT	One-Time Discretionary Funds	LATHROP INTERMEDIATE SCHOOL	\$ 181.66
357182	19-Jan-2017	C. P. BOURG, INC.	Fund 01 General Fund	PUBLICATIONS	\$ 3,793.39
357183	19-Jan-2017	GLOBAL POWER GROUP, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,782.80
357184	19-Jan-2017	ANDERSON'S ITS'S ELEMENTARY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 1,784.75
357185	19-Jan-2017	VOYAGER SOPRIS LEARNING, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	\$ 6,619.87
357186	19-Jan-2017	CHARITABLE VENTURES OF ORANGE COUNTY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LORIN GRISET ACADEMY	\$ 29,067.00
357186	19-Jan-2017	CHARITABLE VENTURES OF ORANGE COUNTY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SIERRA PREPARATORY ACADEMY	\$ 19,378.00
357186	19-Jan-2017	CHARITABLE VENTURES OF ORANGE COUNTY	LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 72,668.00
357186	19-Jan-2017	CHARITABLE VENTURES OF ORANGE COUNTY	One-Time Discretionary Funds	VALLEY HIGH SCHOOL	\$ 72,668.00
357186	19-Jan-2017	CHARITABLE VENTURES OF ORANGE COUNTY	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	\$ 9,689.00
357187	19-Jan-2017	BLICK ART MATERIALS dba DICK BLICK COMPANY	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 345.88
357188	19-Jan-2017	HERFF JONES NYSTROM	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 328.64
357189	19-Jan-2017	SAN DIEGO SYMPOSIUM FUND	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 50.00
357189	19-Jan-2017	SAN DIEGO SYMPOSIUM FUND	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 50.00
357190	19-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 117.94
357191	19-Jan-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	\$ 1,499.67
357192	19-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 129.83
357193	19-Jan-2017	FOLLETT SCHOOL SOLUTIONS, INC.	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 484.88
357197	19-Jan-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 143.19
357198	19-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 25.85
357199	19-Jan-2017	GORM, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 5,977.97
357200	19-Jan-2017	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,781.81
357203	19-Jan-2017	CAHPERD/CALIFORNIA ASSOCIATION FOR HEALTH	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 340.00

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357204	19-Jan-2017	OPERATION CLEAN SLATE	Unrestricted Discretionary Accounts	WILSON ELEMENTARY SCHOOL	\$ 250.00
357205	19-Jan-2017	CDM WRESTLING BOOSTERS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	
357206	20-Jan-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	
357208	20-Jan-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	PIO-PICO ELEMENTARY SCHOOL	\$ 261.99
357209	20-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 204.65
357210	20-Jan-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	\$ 623.93
357211	20-Jan-2017	LAKESHORE LEARNING MATERIALS	Special Education	TAFT ELEMENTARY SCHOOL	\$ 428.16
357212	20-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FRANKLIN ELEMENTARY SCHOOL	\$ 1,071.74
357213	20-Jan-2017	BREAKOUT, INC. dba BREAKOUT EDU	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 1,346.88
357214	20-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 206.65
357215	20-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 2,485.71
357216	20-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 928.39
357217	20-Jan-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Special Education	WASHINGTON ELEMENTARY SCHOOL	\$ 241.28
357218	20-Jan-2017	DEMCO	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	\$ 69.44
357220	20-Jan-2017	ENSLOW PUBLISHERS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 151.10
357222	20-Jan-2017	VISION MARKING DEVICES	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 56.52
357223	20-Jan-2017	PLAYWORKS EDUCATION ENERGIZED	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	\$ 36,000.00
357225	20-Jan-2017	NET WORLD LTD	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 1,398.54
357226	20-Jan-2017	IDEA EXPRESS GROUP, INC.	Special Education	SPECIAL EDUCATION	\$ 201.80
357227	20-Jan-2017	PLAYWORKS EDUCATION ENERGIZED	One-Time Discretionary Funds	HENINGER ELEMENTARY SCHOOL	\$ 36,000.00
357228	20-Jan-2017	PLAYWORKS EDUCATION ENERGIZED	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 18,000.00
357228	20-Jan-2017	PLAYWORKS EDUCATION ENERGIZED	Unrestricted Discretionary Accounts	SANTIAGO ELEMENTARY SCHOOL	\$ 18,000.00
357229	20-Jan-2017		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 259.21
357230	20-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 419.96
357232	20-Jan-2017	CABE	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 1,500.00
357233	20-Jan-2017	DISCOVERY CUBE ORANGE COUNTY	Saturday Attendance Recovery Program (WIN)	CARVER ELEMENTARY SCHOOL	\$ 450.00
357235	20-Jan-2017	CUE CONFERENCE REGISTRATION	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 340.00
357236	23-Jan-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 466.02
357237	23-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 66.60
357238	23-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 95.67
357239	23-Jan-2017		Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 255.90
357240	23-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 1,347.17
357241	23-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	\$ 104.28
357242	23-Jan-2017		IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 1,706.65
357243	23-Jan-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 100.20
357244	23-Jan-2017	EDUCATIONAL TESTING SERVICE	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 12,119.29
357246	23-Jan-2017	BARNES & NOBLE BOOKSELLERS, INC.	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 180.86
357248	23-Jan-2017	BARNES & NOBLE BOOKSELLERS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 278.09
357249	23-Jan-2017	SOCIAL THINKING	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 2,100.84
357250	23-Jan-2017	MATTHEW J. REDDDAM dba MATTHEW REDDAM, MS, LMFT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 10,000.00
357251	23-Jan-2017	GILBERT & STEARNS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,000.00
357252	23-Jan-2017	GRAINGER	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 930.44
357257	23-Jan-2017	DIGITAL NETWORKS GROUP, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 32,040.73
357257	23-Jan-2017	DIGITAL NETWORKS GROUP, INC.	One-Time Discretionary Funds	CENTURY HIGH SCHOOL	\$ 62,210.57

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357257	23-Jan-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 2,533.30
357259	23-Jan-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	
357260	23-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 2.48
357261	23-Jan-2017	CITY OF SANTA ANA	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 800.00
357262	23-Jan-2017	GOPHER	One-Time Discretionary Funds	SPURGEON INTERMEDIATE SCHOOL	\$ 4,949.82
357262	23-Jan-2017	GOPHER	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 843.26
357263	23-Jan-2017	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 3,216.55
357264	23-Jan-2017	BSN SPORTS	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 443.95
357265	23-Jan-2017	J.W. PEPPER & SONS, INC.	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 279.61
357267	23-Jan-2017	BARNES & NOBLE BOOKSELLERS, INC.	Unrestricted Discretionary Accounts	PIO-PICO ELEMENTARY SCHOOL	\$ 1,112.75
357268	23-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 74.86
357269	23-Jan-2017	WEST COAST ARBORISTS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 6,725.00
357270	23-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 80.16
357271	23-Jan-2017	BAND SHOPPE	One-Time Discretionary Funds	SIERRA PREPARATORY ACADEMY	\$ 23,711.25
357272	23-Jan-2017	NOREDINK CORP.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 500.00
357272	23-Jan-2017	NOREDINK CORP.	One-Time Discretionary Funds	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 7,500.00
357273	23-Jan-2017	MORPHO TRUST USA	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 3,075.59
357274	23-Jan-2017	EBERHARD EQUIPMENT	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 384.02
357275	23-Jan-2017	ACHIEVE3000, INC.	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 30,100.00
357276	23-Jan-2017	VIRCO, INC.	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 2,319.64
357277	23-Jan-2017	17TH LAWNMOWER	Unrestricted Discretionary Accounts	BUILDING SERVICES	96.666,9 \$
357278	23-Jan-2017	ALLSTAR PAVING CO., INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,988.00
357279	23-Jan-2017	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,595.00
357280	23-Jan-2017	ELITE SHEET METAL, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 7,834.00
357281	23-Jan-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	\$ 590.73
357282	23-Jan-2017	US BANK	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LOWELL ELEMENTARY SCHOOL	\$ 57.41
357282	23-Jan-2017	US BANK	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	\$ 50.64
357282	23-Jan-2017	US BANK	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WELLNESS	\$ 137.93
357283	23-Jan-2017	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 1,210.57
357284	23-Jan-2017	MOBYMAX, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,295.00
357285	23-Jan-2017	CULVER NEWLIN, INC.	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 518.23
357286	23-Jan-2017	COMIMUNICATIONS USA, INC.	One-Time Discretionary Funds	PIO-PICO ELEMENTARY SCHOOL	\$ 1,961.97
357287	23-Jan-2017	APPLE, INC.	Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,052.64
357288	23-Jan-2017	APPLE, INC.	One-Time Discretionary Funds	WALKER ELEMENTARY SCHOOL	\$ 1,243.44
357289	23-Jan-2017	ULINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 79.13
357290	23-Jan-2017	GLOVES, INC. DBA GALETON, INC.	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	
357291	23-Jan-2017	GRAINGER	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	\$ 89.64
357292	23-Jan-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	\$ 6,052.84
357293	23-Jan-2017	ALTERYX, INC.	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 1,815.12
357294	23-Jan-2017	MAINTEX, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 224.44
357295	23-Jan-2017	KAISER FOUNDATION HEALTH PLAN, INC.	Risk Management - Undesignated	RISK MANAGEMENT	\$ 1,586.76
357296	23-Jan-2017	THEATRICAL RIGHTS WORLDWIDE	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 1,860.00
357297	24-Jan-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	One-Time Discretionary Funds	PIO-PICO ELEMENTARY SCHOOL	\$ 1,996.87
357298	24-Jan-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SPURGEON INTERMEDIATE SCHOOL	\$ 570.91
			-		

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:	nt:
357299	24-Jan-2017	SCHOOL HEALTH CORPORATION	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	φ.	59.03
357300	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	φ.	301.69
357301	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	φ.	109.13
357302	24-Jan-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	φ.	313.32
357303	24-Jan-2017		Special Education	VALLEY HIGH SCHOOL	↔	242.31
357304	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	↔	994.85
357305	24-Jan-2017	OFFICE DEPOT	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	₩	290.90
357306	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	↔	102.34
357307	24-Jan-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MONTE VISTA ELEMENTARY SCHOOL	φ.	108.20
357308	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	φ.	49.54
357309	24-Jan-2017	CUSTOMINK, LLC dba CUSTOMINK	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	ROMERO-CRUZ ELEMENTARY SCHOOL	φ.	182.06
357310	24-Jan-2017	OFFICE DEPOT	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	∿	130.46
357311	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	↔	561.32
357312	24-Jan-2017	LIGHTSPEED TECHNOLOGIES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	₩	33.40
357313	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	↔	70.76
357314	24-Jan-2017	PSAT NMSQT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	↔	5,110.00
357315	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JACKSON ELEMENTARY SCHOOL	↔	102.73
357316	24-Jan-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	KING ELEMENTARY SCHOOL	₩	157.51
357317	24-Jan-2017	THEATREWORKS/USA BOX OFFICE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	❖	1,739.00
357318	24-Jan-2017	LOS ANGELES ZOO AND BOTANICAL GARDENS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	₩	535.00
357319	24-Jan-2017	SCHOLASTIC CLASSROOM MAGAZINES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	φ.	94.16
357320	24-Jan-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	FRANKLIN ELEMENTARY SCHOOL	v	296.76
357321	24-Jan-2017	SCHOLASTIC READING CLUB	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	₩	198.27
357322	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	∿	64.62
357323	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	φ.	432.47
357324	24-Jan-2017	PLAYWORKS EDUCATION ENERGIZED	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	ۍ ۳	35,000.00
357325	24-Jan-2017	PLAYWORKS EDUCATION ENERGIZED	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LINCOLN ELEMENTARY SCHOOL	φ.	36,000.00
357326	24-Jan-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	↔	28.49
357327	24-Jan-2017		21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	❖	642.89
357328	24-Jan-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	↔	667.50
357329	24-Jan-2017	FOUNTAIN VALLEY TESTING SERVICES, INC. dba ELITE	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	₩	5,000.00
357330	24-Jan-2017	GASLAMP PLAZA SUITES H.O.A., INC. dba GASLAMP PLAZA	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	₩	351.83
357331	24-Jan-2017	ROBERT GAUL dba BRANDU	One-Time Discretionary Funds	ESQUEDA ELEMENTARY SCHOOL	₩	1,861.30
357332	24-Jan-2017	ISTE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	↔	3,600.00
357333	24-Jan-2017	PROCURE AMERICA, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 1	11,499.49
357334	24-Jan-2017	CDW GOVERNMENT, INC.	LCFF-Supplemental/Concentration	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	↔	81.00
				Grand Total:   \$		2,607,143.03

# Fund 09

PO Number:	Number: Date PO Created: Supplier:	Supplier:	Resource Description:	Site:	Amount:	
357201	19-Jan-2017	CALIFORNIA SCIENCE CENTER & IMAX THEATRE	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	009 \$	00.009
357202	19-Jan-2017	CALIFORNIA SCIENCE CENTER & IMAX THEATRE	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 605.00	00:5
				Grand Total:   \$	: \$ 1,205.00	00.

Fund 12

rung 12					
PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
357043	13-Jan-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	106.33
357059	13-Jan-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	140.25
357107	17-Jan-2017	DEPARTMENT OF SOCIAL SERVICES	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	484.00
357108	18-Jan-2017	DEPARTMENT OF SOCIAL SERVICES	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	484.00
357115	18-Jan-2017	PAUL H BROOKES PUBLISHING	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	556.35
357116	18-Jan-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	26.33
357128	18-Jan-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	222.83
357130	18-Jan-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	91.80
357131	18-Jan-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	73.44
357143	18-Jan-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	9.95
				Grand Total:   \$	2.195.28

Fund 13

PO Number:	O Number: Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
357084	17-Jan-2017	REFRIGERATION CONTROL CO., INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 3,110.00
357085	17-Jan-2017	CALIFORNIA INDUSTRIAL	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 3,550.00
357086	17-Jan-2017	ICON ENCLOSURES, INC.	Child Nutrition: School Programs	VALLEY HIGH SCHOOL	\$ 845.84
357089	17-Jan-2017	CHEFS' TOYS	Child Nutrition: School Programs	SPURGEON INTERMEDIATE SCHOOL	\$ 913.73
357090	17-Jan-2017	G A SYSTEMS	Child Nutrition: School Programs	SPURGEON INTERMEDIATE SCHOOL	\$ 1,909.01
357098	17-Jan-2017	SAMCO	Child Nutrition: School Programs	SEGERSTROM HIGH SCHOOL	\$ 268.25
357152	18-Jan-2017	GOVCONNECTION	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 679.99
357153	18-Jan-2017	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 824.45
357253	23-Jan-2017	CHEFS' TOYS	Child Nutrition: School Programs	MCFADDEN INTERMEDIATE SCHOOL	\$ 3,890.36
357254	23-Jan-2017	CHEFS' TOYS	Child Nutrition: School Programs	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 3,297.66
357255	23-Jan-2017	CHEFS' TOYS	Child Nutrition: School Programs	SEGERSTROM HIGH SCHOOL	\$ 1,481.57
				Grand Total: \$	\$ 20,770.86

Fund 14

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
357031	12-Jan-2017	PRINGLES DRAPERIES AND BLINDS	Fund 14 Deferred Maintenance Fund	DISTRICT-WIDE	3 1,265.74
357180	19-Jan-2017	CULVER NEWLIN, INC.	Fund 14 Deferred Maintenance Fund	DISTRICT-WIDE	\$ 41,356.07
357207	20-Jan-2017	ULINE SHIPPING SUPPLIES	Fund 14 Deferred Maintenance Fund	DISTRICT-WIDE	3 1,164.85
				Grand Total:	Grand Total: \$ 43,786.66

Fund 25					
PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
357050	13-Jan-2017	THE HERITAGE ESCROW COMPANY	Fund 25 Redevelopment Agency (RDA) Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 2,350,000.00
357068	17-Jan-2017	DEVELOPMENT MARKETING GROUP, INC. dba DMG, INC.	Fund 25 Redevelopment Agency (RDA) Funds	FACILITIES/GOVERNIMENTAL RELATIONS	\$ 4,035.00
357234	20-Jan-2017	RON GUIDRY FLOOR COVERING, INC. dba PROGRESSIVE	Fund 25 City Santa Ana Redevelopment	SEGERSTROM HIGH SCHOOL	\$ 9,825.35
				Grand Total:	Grand Total: \$ 2.363.860.35

# Fund 81

5 5 5					
PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
357017	12-Jan-2017	VERIZON WIRELESS	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 32,066.40
357194	19-Jan-2017	OCDE/AP IN THE OC	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 15.00
357196	19-Jan-2017	OCDE/AP IN THE OC	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 15.00
357221	20-Jan-2017	OCDE/AP IN THE OC	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 75.00
357224	20-Jan-2017	OCDE/AP IN THE OC	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 15.00
357245	23-Jan-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 330.00
357247	23-Jan-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 45.00
357256	23-Jan-2017	VERIZON WIRELESS	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 129.30
				Grand Total: \$	\$ 32,690.70

# AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Ratification of Expenditure Summary and Warrants Issued Over

\$25,000 for the Period of January 11, 2017 through January 24, 2017

ITEM: Consent

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Dawn Piatek, Director, Accounting and Payroll

## **BACKGROUND INFORMATION:**

Warrants are payments of expenditures previously approved through prior Board action.

#### **RATIONALE:**

The purpose of this agenda item is to seek Board ratification of the Expenditure Summary Report and Detailed Warrant Listing Report of all payments over \$25,000 on a bi-monthly basis.

## **ITEM SUMMARY:**

- Snapshot of all warrants issued for period of January 11, 2017 through January 24, 2017
- All expenditures were previously approved through prior Board action
- Board Policy 3300
- Required by Ed. Code 17604

The Expenditure Summary Report consists of all warrants created during the period of January 11, 2017 through January 24, 2017. The Detailed Warrant Listing Report of expenditures \$25,000 and over is also included. Expenditures are Board approved through prior Purchase Order Agenda submissions. The warrants listed reflect payments against these Purchase Orders.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

## **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Ratify Expenditure Summary and Warrants issued over \$25,000 for the period of January 11, 2017 through January 24, 2017.

TD:dp:mm



## Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: January 24, 2017

To: Stefanie P. Phillips, Ed.D., Superintendent

From: Tina Douglas, Assistant Superintendent, Business Services

Subject: Expenditures Summary: From 11-JAN-2017 through 24-JAN-2017

Fund 01	General Fund		\$3,998,668.41
Fund 09	Charter School Fund		\$1,233.67
Fund 12	Child Development		\$13,675.06
Fund 13	Cafeteria Fund		\$700,310.95
Fund 14	Deferred Maintenance Fund		\$28,163.51
Fund 25	Capital Facilities Fund		\$17,128.00
Fund 29	Measure G		\$6,307.00
Fund 40	Special Reserve Fund		\$221,562.09
Fund 68	Workers' Compensation		\$98,811.71
Fund 69	Health & Welfare		\$455,886.23
Fund 81	Property & Liability		\$44,723.65
		Total Expenditures:	\$5,586,470.28

Prepared by: Dawn Piatek, Director, Accounting and Payroll

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

## **BOARD OF EDUCATION**

January 13, 2017 Page 1 of 3

HOOVER ELEMENTARY SCHOOL

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

Fund 01 General Fund

84230943 DURHAM SCHOOL SERVICES, L.P. \$787,436.69

30-R2002-653 Before and After School Learning & Safe Neighborhood

Partnerships

Pupil Transportation (7230/7240) TRANSPORTATION DEPARTMENT

Unrestricted - Regional Occupational Center Program (ROC/P 6350) REGIONAL OCCUPATIONAL PROGRAM

84230936 CDW GOVERNMENT, INC. \$27,879.23

21st Century ASSETS (roll-up 4124) SADDLEBACK HIGH SCHOOL

CTE Incentive Grant Program REGIONAL OCCUPATIONAL PROGRAM

Fund 01 General Fund ACCOUNTING DEPARTMENT

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

LOWELL ELEMENTARY SCHOOL

MONTE VISTA ELEMENTARY SCHOOL

ROOSEVELT ELEMENTARY SCHOOL

SPURGEON INTERMEDIATE SCHOOL

One-Time Discretionary Funds ESQUEDA ELEMENTARY SCHOOL

MENDEZ FUNDAMENTAL INTERMEDIATE

SCHOOL

SPURGEON INTERMEDIATE SCHOOL

Special Education SPECIAL EDUCATION

SPEECH & LANGUAGE

Unrestricted Discretionary Accounts ACCOUNTING DEPARTMENT

BUDGET

COMMUNITY RELATIONS

HOOVER ELEMENTARY SCHOOL

MACARTHUR FUNDAMENTAL INTERMEDIATE

SCHOOL

MADISON ELEMENTARY SCHOOL

**PUBLICATIONS** 

PUPIL SUPPORT SERVICES

January 13, 2017 Page 2 of 3 Check # Vendor Location Amount PURCHASING DEPARTMENT SEPULVEDA ELEMENTARY SCHOOL **BERTRAND'S MUSIC ENTERPRISES** \$29,249.04 84230929 Fund 01 General Fund ACCOUNTING DEPARTMENT **EDUCATIONAL SERVICES DIVISION** One-Time Discretionary Funds **AREY JONES EDUCATIONAL SOLUTIONS** 84230926 \$37,455.24 21st Century ASSETS (roll-up 4124) SEGERSTROM HIGH SCHOOL **VALLEY HIGH SCHOOL** Fund 01 General Fund ACCOUNTING DEPARTMENT One-Time Discretionary Funds FRANKLIN ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL **Unrestricted Discretionary Accounts** PUPIL SUPPORT SERVICES 84230925 APPLE, INC. \$32,977.47 21st Century ASSETS (roll-up 4124) SANTA ANA HIGH SCHOOL CENTURY HIGH SCHOOL California Career Pathways Trust Fund 01 General Fund ACCOUNTING DEPARTMENT IASA: Title I Basic Grants Low-Income and Neglected, Part A MONTE VISTA ELEMENTARY SCHOOL SPURGEON INTERMEDIATE SCHOOL One-Time Discretionary Funds ADAMS ELEMENTARY SCHOOL **ESQUEDA ELEMENTARY SCHOOL** HOOVER ELEMENTARY SCHOOL PIO-PICO ELEMENTARY SCHOOL Special Education SPECIAL EDUCATION LOWELL ELEMENTARY SCHOOL **Unrestricted Discretionary Accounts** 

**PUBLICATIONS** 

January 13, 2017 Page 3 of 3 Check # Vendor Location Amount VILLA FUNDAMENTAL INTERMEDIATE SCHOOL 84230913 OCDE/AP IN THE OC \$84,672.60 Special Ed: Mental Health Services PUPIL SUPPORT SERVICES 84230902 FEDERAL TECHNOLOGY SOLUTIONS, INC. \$90,140.13 **Unrestricted Discretionary Accounts DISTRICTWIDE** 84230897 **EDUCATIONAL CONSULTING SERVICES, INC** \$28,950.00 Saturday Attendance Recovery Program (WIN) SCHOOL CLIMATE 84230895 **DISCOVERY CUBE ORANGE COUNTY** \$56,812.65 30-R2002-653 Before and After School Learning & Safe Neighborhood AFTER SCHOOL PROGRAMS **Partnerships** 84230887 **BUCK INSTITUTE FOR EDUCATION** \$35,057.00 S.D. Bechtel, Jr. Foundation STAFF DEVELOPMENT Title II-Part A Improving Teacher Quality STAFF DEVELOPMENT 84230883 **GAS CO** \$42,463.10 **DISTRICTWIDE Unrestricted Discretionary Accounts** 84230881 **CITY OF SANTA ANA** \$35,496.65 **DISTRICTWIDE Unrestricted Discretionary Accounts** Fund 13 Cafeteria Fund DIELI MURAWKA HOWE, INC. 84231009 \$178,300.00 **NUTRITION SERVICES** Child Nutrition: School Programs A & R WHOLESALE DISTRIBUTORS 84231003 \$45,363.79 **NUTRITION SERVICES** Child Nutrition: School Programs Fund 69 Health & Welfare MARSH & MCLENNAN AGENCY LLC DBA BARNEY 84231023 \$55,000.00 Fund 69 Health & Welfare DISTRICTWIDE

*Grand Total:* \$1,567,253.59

January 20, 2017 Page 1 of 5

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

**Fund 01 General Fund** 

84231194 AT&T DATACOMM, INC. dba AT&T DATACOMM \$104,000.00

Unrestricted Discretionary Accounts DISTRICTWIDE

84231032 CHARITABLE VENTURES OF ORANGE COUNTY \$70,428.47

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

SIERRA PREPARATORY ACADEMY

LCFF-Supplemental/Concentration K-12 SCHOOL PERFORMANCE AND CULTURE

One-Time Discretionary Funds VALLEY HIGH SCHOOL

Unrestricted Discretionary Accounts HEROES ELEMENTARY SCHOOL

84231034 CONSORTIUM ON REACHING EXCELLENCE, INC. \$31,000.00

Title II-Part A Improving Teacher Quality STAFF DEVELOPMENT

84231042 DIGITAL NETWORKS GROUP, INC. \$49,115.44

LCFF-Supplemental/Concentration FACILITIES/GOVERNMENTAL RELATIONS

One-Time Discretionary Funds JACKSON ELEMENTARY SCHOOL

Unrestricted Discretionary Accounts

LATHROP INTERMEDIATE SCHOOL

84231058 ORANGE COUNTY DEPARTMENT OF EDUCATION \$48,800.82

Safe Haven PUPIL SUPPORT SERVICES

January 20, 2017

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Check # Vendor Location Amount **PADRES UNIDOS** 84231059 \$36,568.00 DAVIS ELEMENTARY SCHOOL IASA: Title I Basic Grants Low-Income and Neglected, Part A **ESQUEDA ELEMENTARY SCHOOL** FRANKLIN ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL PIO PICO ELEMENTARY SCHOOL ROMERO-CRUZ ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL SEPULVEDA ELEMENTARY SCHOOL WASHINGTON ELEMENTARY SCHOOL One-Time Discretionary Funds WALKER ELEMENTARY SCHOOL **Unrestricted Discretionary Accounts** ADAMS ELEMENTARY SCHOOL CARVER ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL

84231064 REGREEN, INC. \$521,426.11

California Clean Energy Jobs Act (Prop 39) CONSTRUCTION

January 20, 2017 Page 3 of 5 Check # Vendor Location Amount 84231091 **AREY JONES EDUCATIONAL SOLUTIONS** \$52,097.74 ACCOUNTING DEPARTMENT Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A **ESQUEDA ELEMENTARY SCHOOL BUILDING SERVICES** Ongoing & Major Maintenance Account ACCOUNTING DEPARTMENT **Unrestricted Discretionary Accounts** GREENVILLE FUNDAMENTAL ELEMENTARY **SCHOOL HUMAN RESOURCES DIVISION** TRANSPORTATION DEPARTMENT 84231031 **CATAPULT LEARNING WEST, LLC** \$47,870.80 NONPUBLIC SCHOOLS IASA: Title I Basic Grants Low-Income and Neglected, Part A Title III Limited English Proficiency LEP Student Program NONPUBLIC SCHOOLS 84231192 APPLE, INC. \$115,056.04 ACCOUNTING DEPARTMENT Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A GODINEZ FUNDAMENTAL HIGH SCHOOL One-Time Discretionary Funds MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MADISON ELEMENTARY SCHOOL WASHINGTON ELEMENTARY SCHOOL **Unrestricted Discretionary Accounts PUBLICATIONS** 

SANTA ANA HIGH SCHOOL

January 20, 2017 Page 4 of 5 Check # Vendor Location Amount 84231210 JFK TRANSPORTATION \$48,645.00 REGIONAL OCCUPATIONAL PROGRAM California Career Pathways Trust **NJROTC** SANTA ANA HIGH SCHOOL Pupil Transportation (7230/7240) TRANSPORTATION DEPARTMENT Unrestricted - Regional Occupational Center Program (ROC/P 6350) REGIONAL OCCUPATIONAL PROGRAM **Unrestricted Discretionary Accounts CENTURY HIGH SCHOOL** GODINEZ FUNDAMENTAL HIGH SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE **SCHOOL** SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL Unrestricted One-time Funds TRANSPORTATION DEPARTMENT THE DEVEREUX FOUNDATION dba DEVEREUX TEXAS 84231232 \$28,198.22 Special Ed: Mental Health Services SPECIAL EDUCATION SPECIAL EDUCATION Special Education 84231244 **PRINT & FINISHING SOLUTIONS** \$53,022.61 Fund 01 General Fund ACCOUNTING DEPARTMENT **Unrestricted Discretionary Accounts PUBLICATIONS** 84231120 **ORANGE COUNTY DEPARTMENT OF EDUCATION** \$230,581.81 Special Education SPECIAL EDUCATION **Fund 13 Cafeteria Fund** LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE 84231279 \$26,148.62 Child Nutrition: School Programs LORIN GRISET ACADEMY

**NUTRITION SERVICES** 

SPURGEON INTERMEDIATE SCHOOL

January 20, 2017 Page 5 of 5

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

**Fund 25 Capital Facilities Fund** 

84231296 THE HERITAGE ESCROW COMPANY \$2,350,000.00

Fund 25 Redevelopment Agency (RDA) Funds FACILITIES/GOVERNMENTAL RELATIONS

**Fund 68 Workers' Compensation** 

84231302 SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. \$75,274.06

Fund 68 Workers' Compensation RISK MANAGEMENT

Fund 69 Health & Welfare

84231305 VISION SERVICE PLAN \$38,280.08

Health & Welfare - Active Employees DISTRICT EMPLOYEE BENEFITS

Health & Welfare - Retired Employees DISTRICT EMPLOYEE BENEFITS

84231303 DELTA DENTAL INSURANCE COMPANY \$49,622.16

Health & Welfare - Active Employees DISTRICT EMPLOYEE BENEFITS

Health & Welfare - Retired Employees DISTRICT EMPLOYEE BENEFITS

84231304 SANTA ANA UNIFIED SCHOOL DISTRICT \$312,023.77

Health & Welfare - Active Employees DISTRICT EMPLOYEE BENEFITS

Health & Welfare - Retired Employees DISTRICT EMPLOYEE BENEFITS

**Grand Total:** \$4,288,159.75

January 24, 2017 Page 1 of 7

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

**Fund 01 General Fund** 

84231389 U S BANK - CAL CARD \$108,164.43

21st Century ASSETS (roll-up 4124) CENTURY HIGH SCHOOL

GODINEZ FUNDAMENTAL HIGH SCHOOL

SADDLEBACK HIGH SCHOOL

SANTA ANA HIGH SCHOOL

SEGERSTROM HIGH SCHOOL

VALLEY HIGH SCHOOL

30-R2002-653 Before and After School Learning & Safe Neighborhood

Partnerships

ADAMS ELEMENTARY SCHOOL

AFTER SCHOOL PROGRAMS

CARR INTERMEDIATE SCHOOL

KING ELEMENTARY SCHOOL

MCFADDEN INTERMEDIATE SCHOOL

MONTE VISTA ELEMENTARY SCHOOL

Beginning Teacher-BTSA STAFF DEVELOPMENT

California Career Pathways Trust REGIONAL OCCUPATIONAL PROGRAM

California Clean Energy Jobs Act (Prop 39)

BUILDING SERVICES

Communication Studies (Speech and Debate) K-12 TEACHING AND LEARNING

Donations (Miscellaneous) CASH ACCOUNT

MADISON ELEMENTARY SCHOOL

SADDLEBACK HIGH SCHOOL

WALKER ELEMENTARY SCHOOL

Education Academy [0434] CHS CENTURY HIGH SCHOOL

Educator Effectiveness STAFF DEVELOPMENT

Fund 01 General Fund CASH ACCOUNT

**EDUCATIONAL SERVICES DIVISION** 

January 24, 2017

Page 2 of 7 Check # Vendor Location Amount **PUBLICATIONS** Fundraiser (Non ASB-PTA Deposits) ADAMS ELEMENTARY SCHOOL **Head Start** CHILD DEVELOPMENT IASA: Title I Basic Grants Low-Income and Neglected, Part A CARVER ELEMENTARY SCHOOL CENTURY HIGH SCHOOL **ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT ESQUEDA ELEMENTARY SCHOOL** FREMONT ELEMENTARY SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL HENINGER ELEMENTARY SCHOOL JEFFERSON ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL MCFADDEN INTERMEDIATE SCHOOL MUIR FUNDAMENTAL ELEMENTARY SCHOOL **REACH ACADEMY** ROMERO-CRUZ ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL SEPULVEDA ELEMENTARY SCHOOL SIERRA PREPARATORY ACADEMY THORPE FUNDAMENTAL ELEMENTARY **SCHOOL** 

WASHINGTON ELEMENTARY SCHOOL

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

January 24, 2017

Page 3 of 7

Amount

Check # Vendor Location WILSON ELEMENTARY SCHOOL Kinder Readiness Program II EARLY CHILDHOOD EDUCATION LCFF-Supplemental/Concentration **EDUCATIONAL SERVICES DIVISION** K-12 TEACHING AND LEARNING **REACH ACADEMY** SCHOOL CLIMATE NCLB: Title II, Part B, CA Mathematics and Science Partnerships K-12 TEACHING AND LEARNING (CaMSP) NCLB: Title I, School Improvement Grant QEIA VALLEY HIGH SCHOOL One-Time Discretionary Funds DAVIS ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL SPURGEON INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL Ongoing & Major Maintenance Account **BUILDING SERVICES** TRANSPORTATION DEPARTMENT PLTW (Project Lead The Way, Inc.) SIERRA PREPARATORY ACADEMY Recognition Programs **EDUCATIONAL SERVICES DIVISION** SA Public Schools Foundation (SAPSF) Check MARTIN ELEMENTARY SCHOOL Saturday Attendance Recovery Program (WIN) KENNEDY ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL Special Ed: Mental Health Services GODINEZ FUNDAMENTAL HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL Special Education KING ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL SPECIAL EDUCATION

TAFT ELEMENTARY SCHOOL

Page 4 of 7

INSTRUCTIONAL MEDIA CENTER

January 24, 2017 Check # Vendor Location Amount Supplementary Programs-Specialized Secondary SANTA ANA HIGH SCHOOL Title II-Part A Improving Teacher Quality STAFF DEVELOPMENT Two-Way Digital ITFS Licensee Revenue **TECHNOLOGY** Unrestricted - CalSafe (6091/6092) EARLY CHILDHOOD EDUCATION Unrestricted - Regional Occupational Center Program (ROC/P 6350) REGIONAL OCCUPATIONAL PROGRAM **Unrestricted Discretionary Accounts** ADAMS ELEMENTARY SCHOOL **BUILDING SERVICES BUSINESS SERVICES DIVISION** CARR INTERMEDIATE SCHOOL CARVER ELEMENTARY SCHOOL CENTURY HIGH SCHOOL CHAVEZ CONTINUATION HIGH SCHOOL COMMUNITY RELATIONS DAVIS ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL **EDUCATIONAL SERVICES DIVISION** ESQUEDA ELEMENTARY SCHOOL FACILITIES/GOVERNMENTAL RELATIONS FRANKLIN ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL **GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL** HENINGER ELEMENTARY SCHOOL HEROES ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL **HUMAN RESOURCES DIVISION** 

January 24, 2017 Page 5 of 7

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

JACKSON ELEMENTARY SCHOOL

JEFFERSON ELEMENTARY SCHOOL

K-12 SCHOOL PERFORMANCE AND CULTURE

K-12 TEACHING AND LEARNING

KENNEDY ELEMENTARY SCHOOL

LATHROP INTERMEDIATE SCHOOL

LINCOLN ELEMENTARY 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

MONROE ELEMENTARY SCHOOL

MONTE VISTA ELEMENTARY SCHOOL

MUIR FUNDAMENTAL ELEMENTARY SCHOOL

PIO PICO ELEMENTARY SCHOOL

**PUBLICATIONS** 

PURCHASING DEPARTMENT

**REACH ACADEMY** 

RESEARCH AND EVALUATION

ROMERO-CRUZ ELEMENTARY SCHOOL

SADDLEBACK HIGH SCHOOL

SANTA ANA HIGH SCHOOL

SANTIAGO ELEMENTARY SCHOOL

January 24, 2017 Page 6 of 7 Check # Vendor Location Amount SCHOOL POLICE SERVICES SEGERSTROM HIGH SCHOOL SEPULVEDA ELEMENTARY SCHOOL SIERRA PREPARATORY ACADEMY SUPERINTENDENT'S OFFICE TECHNOLOGY INNOVATION SERVICES **TELEVISION CENTER** VALLEY HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WALKER ELEMENTARY SCHOOL WASHINGTON ELEMENTARY SCHOOL WILLARD INTERMEDIATE SCHOOL WILSON ELEMENTARY SCHOOL OC TRANSIT, INC. \$27,900.00 84231377 TRANSPORTATION DEPARTMENT Pupil Transportation (7230/7240) **KELLY PAPER COMPANY** \$29,272.32 84231369 Fund 01 General Fund **PUBLICATIONS** 84231349 ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. \$28,028.31 **BUILDING SERVICES Unrestricted Discretionary Accounts** 84231339 RODOLFO CAZALES dba TOYAMA KARATE-DO \$25,421.20 30-R2002-653 Before and After School Learning & Safe Neighborhood AFTER SCHOOL PROGRAMS Partnerships **PLAYWORKS EDUCATION ENERGIZED** 84231338 \$72,000.00

SANTIAGO ELEMENTARY SCHOOL

HENINGER ELEMENTARY SCHOOL

SANTIAGO ELEMENTARY SCHOOL

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

One-Time Discretionary Funds

**Unrestricted Discretionary Accounts** 

January 24, 2017 Page 7 of 7

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

**Fund 13 Cafeteria Fund** 

84231423 LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE \$94,391.09

Child Nutrition: School Programs NUTRITION SERVICES

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

84231407 A & R WHOLESALE DISTRIBUTORS \$37,375.49

Child Nutrition: School Programs NUTRITION SERVICES

84231405 A & R WHOLESALE DISTRIBUTORS \$32,521.36

Child Nutrition: School Programs NUTRITION SERVICES

84231403 A & R WHOLESALE DISTRIBUTORS \$25,303.06

Child Nutrition: School Programs NUTRITION SERVICES

**Fund 40 Special Reserve Fund** 

84231431 PCM3, INC. \$210,316.65

Emergency Repair Program-Williams Case CENTURY HIGH SCHOOL

MCFADDEN INTERMEDIATE SCHOOL

REMINGTON ELEMENTARY SCHOOL

**Grand Total:** \$690,693.91

# AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim

Against Santa Ana Unified School District - File Number: LPD

1603159 DP

ITEM: Consent

SUBMITTED BY: Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative

**Services** 

PREPARED BY: Camille Boden, Executive Director, Risk Management

#### **BACKGROUND INFORMATION:**

Required by law for Board members to take action within 45 days after the claim has been received to grant or deny the claim against the District.

## **ITEM SUMMARY:**

• File No. LPD 1603159 DP requests reimbursement for personal property damage.

## **DESCRIPTION OF DAMAGE/INJURY:**

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File Number: LPD 1603159 DP.

#### **FUNDING:**

No fiscal impact.

## **RECOMMENDATION:**

Recommend rejection of Government Code §910 and §910.2 claim against the District, File Number: LPD 1603159 DP.

EH:cb:mm

# AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Approval of Deductive Change Order No. 1 for Bid Package No. 1 –

Heating, Ventilation, and Air Conditioning Project at Valley High

**School** 

ITEM: Consent

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: Andy Putney, Interim Director, Construction

## **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Deductive Change Order No. 1 for Bid Package No. 1 – Heating, Ventilation, and Air Conditioning Project at Valley High School under the Proposition 39 Energy Conservation Program. The project scope of work for the Valley HS HVAC project included replacement of 34 outdated air conditioning units providing 132 tons of conditioned air servicing classrooms and support facilities, replacement of all exposed rooftop ducting, installation of a new HVAC energy management system, and provided new rooftop electrical service outlets.

#### **ITEM SUMMARY:**

- At its May 24, 2016 meeting, the Board awarded a contract for Bid Package No. 1 – Heating, Ventilation, and Air Conditioning to Anderson Air Conditioning L.P.
- Replaced 34 air condition units.
- This deductive change order demonstrates project savings.

## **RATIONALE:**

During the course of construction, funds remain unspent, creating a net reduction to the contract.

Project	Bid Package	Original Contract Amount	Deductive Change Order Amount	Revised Total Contract Amount	Contractor
Valley HS	BP No. 1 – HVAC Replacement	\$664,488.00	(\$75,366.00)	\$589,122.00	Anderson Air Conditioning L.P.
TOTAL SAVINGS:		<u>\$664,488.00</u>	<u>(\$75,366.00)</u>	<u>\$589,122.00</u>	

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

## **FUNDING:**

Prop 39 Funds: Credit of \$75,366.00 to the Prop 39 Fund

## **RECOMMENDATION:**

Approve Deductive Change Order No. 1 for Bid Package No. 1 – Heating, Ventilation, and Air Conditioning Project at Valley High School.

## AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Acceptance of Completion of Contract for Bid Package No. 1 -

Heating, Ventilation, and Air Conditioning Project at Valley High

School

ITEM: Consent

**SUBMITTED BY:** Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

Andy Putney, Interim Director, Construction PREPARED BY:

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 1 – Heating, Ventilation, and Air Conditioning Project at Valley High School. The project scope of work for the Valley HS HVAC project included replacement of 34 outdated air conditioning units providing 132 tons of conditioned air servicing classrooms and various support facilities, replacement of all exposed rooftop ducting, installation of a new HVAC energy management system, and provided new rooftop electrical service outlets.

## **RATIONALE:**

The District has received close-out confirmation from its

energy manager stating the work has been completed in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

<b>Project Site</b>	Bid Package	Contract Amount	5% Retention	Change Order	Contractor
Valley HS	BP No. 1 – HVAC Replacement	\$589,122.00	\$29,456.10	1	Anderson Air Conditioning L.P.

and maintenance).

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

## **ITEM SUMMARY:**

- At its May 24, 2016 meeting, the Board awarded a contract for Bid Package No. 1 – Heating, Ventilation, and Air Conditioning Project at Valley High School to Anderson Air Conditioning L.P.
- Replaced 34 air conditioning units.
- Request Board acceptance of completed project.
- Request approval to release retention.

LCAP Goal 3.3:	Establish proces	ses that suppo	ort maintaining	g current	facilities (se	chool sa	afety
and maintenance)							

## **FUNDING:**

Prop 39 Fund: Release Retention of \$29,456.10

## **RECOMMENDATION:**

Accept the February 14, 2017, completion of contract with Anderson Air Conditioning L.P. for Bid Package No. 1 – Heating, Ventilation, and Air Conditioning Project at Valley High School, and approve the release of contractor's retention.

# AGENDA ITEM BACKUP SHEET February 15, 2017

## **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.

Contained within the Personnel Calendar are <u>37</u> new hires for SAUSD, including:

- Activity Supervisor 4
- After School Instructional Provider 4
- Autism Paraprofessional Special Ed. 2
- Computer Technician 1
- Food Service Worker 1
- Licensed Vocational Nurse 5
- Library Media Technician 2
- Maintenance Worker II 1
- Preschool Teacher 1
- Student Support Paraprofessional –
   Special Education 8
- Home Instruction Teacher 3
- Teacher 5

## **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

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# CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

, D					
LAST NAME	POSITION	SITE	EFF. DATE END DATE	END DATE	COMMENTS
RETIREMENTS 2016-17	7				
Moore, Jane	Teacher	Roosevelt	June 22, 2017		Retirement - 30 years
Prothero, James	Teacher	Saddleback	June 22, 2017		Retirement - 31 years
RESIGNATIONS 2016-17	[7				
Eisenman, Jessica	Teacher	Jefferson	June 22, 2017		Family Responsibilities, personal - 8 years
Wegman, Kyla	Counselor	Saddleback	January 26, 2017		Resignation - 10 months
NEW HIRES/RE-HIRES 2016-17	\$ 2016-17				
Camacho, Daniel	Teacher	Diamond	January 17, 2017		New Hire - Temporary 44909
	Home Instruction				New Hire -
Castro-Karimi, Patricia	Teacher	Special Education	January 17, 2017		Probationary I
	Home Instruction				New Hire -
Ideishi, Linda	Teacher	Special Education	January 17, 2017		Probationary I
					New Hire -
Knight, Tyler	Teacher	Esqueda	January 30, 2017		Temporary 44909
	Home Instruction				New Hire -
Mctigue, Marilena	Teacher	Special Education	January 17, 2017		Probationary I

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

Doard Meeting - February 15, 2017	y 15, 2017				
LAST NAME	POSITION	SITE	EFF. DATE END DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2016-17 (Conf	S 2016-17 (Continued)	d)			
Strong James	Teacher	lefferson	January 27 2017		New Hire - Temporary 44909
Ó					New Hire -
Tomlinson, Beth	Teacher	Century	January 18, 2017		Temporary 44909
Zavala, Shellie	Teacher	Roosevelt	January 20, 2017		New Hire - Temporary 44909
ABSENCE (3 to 20 duty days) - Without		Pay with Benefits			
		Pupil Support	,		Family
Mras, Katherine	Nurse	Services	December 15, 2016	December 15, 2016 December 23, 2016	Kesponsibilities
GRADE LEVEL LEADS 2016-17	S 2016-17				
Calderon, Kathleen		Harvey	2016-17		
Copenhaver, Jennifer		Harvey	2016-17		
Irwin, Pamela		Harvey	2016-17		
Joyce, Michael Jr.		Harvey	2016-17		
Mc Donald, Amy		Harvey	2016-17		
Rosen, Judy		Harvey	2016-17		
WINTER SPORTS 2016-17	-17				
Butler, Merlo	Head Coach	Century	2016-17		Soccer (Girls)
Devia, Marvin	Assistant Coach	Century	2016-17		Soccer (Boys)

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

LAST NAME	POSITION	SITE	EFF. DATE END DATE	END DATE	COMMENTS
WINTER SPORTS 2016-17 (Continued	6-17 (Continued)				
Govier, Robert	Head Coach	Century	2016-17		Wrestling
Silverman, Steven	Head Coach	Century	2016-17		Soccer (Boys)
Young, Jeffrey	Head Coach	Century	2016-17		Basketball (Boys)
Aguilera, Jose	Assistant Coach	Godinez	2016-17		Soccer (Boys)
Cannata, Ernie	Assistant Coach	Godinez	2016-17		Soccer (Girls)
Coombs, Gregory	Head Coach	Godinez	2016-17		Basketball (Boys)
Dodge, Scott	Assistant Coach	Godinez	2016-17		Basketball (Boys)
Fernandez, Ruben	Head Coach	Godinez	2016-17		Soccer (Boys)
Flores, Juan J.	Assistant Coach	Godinez	2016-17		Soccer (Girls)
Gentile, Nicholas	Assistant Coach	Godinez	2016-17		Wrestling (Boys)
Lee, Torrence	Assistant Coach	Godinez	2016-17		Water Polo (Girls)
MacLennan, Sara	Head Coach	Godinez	2016-17		Soccer (Girls)
Mazur, Marc	Assistant Coach	Godinez	2016-17		Basketball (Boys)
Morris, Jessica	Head Coach	Godinez	2016-17		Water Polo (Girls)
Pinto, Franklin	Assistant Coach	Godinez	2016-17		Wrestling (Boys)
Sanchez, Rogelio	Assistant Coach	Godinez	2016-17		Soccer (Boys)
Snyder, William	Assistant Coach	Godinez	2016-17		Basketball (Boys)
Watts, Matthew	Assistant Coach	Godinez	2016-17		Basketball (Boys)
Gonzalez, Samuel	Head Coach	Saddleback	2016-17		Water Polo (Girls)
Pearson, Noel	Assistant Coach	Saddleback	2016-17		Water Polo (Girls)
Silva, Meliton	Head Coach	Saddleback	2016-17		Soccer (Boys)
Barber, Jessica	Head Coach	Santa Ana	2016-17		Basketball (Girls)

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

Doald Meeting - February 13, 2017	3 13, 2017	}			
LAST NAME	POSITION	SITE	EFF. DATE END DATE	END DATE	COMMENTS
WINTER SPORTS 2016-17 (Continued)	-17 (Continued)				
Byers, Timothy	Head Coach	Santa Ana	2016-17		Wrestling (Girls)
Elmasry, Fareed	Head Coach	Santa Ana	2016-17		Basketball (Boys)
Glabb, Scott	Head Coach	Santa Ana	2016-17		Wrestling (Boys)
Lomeli, Isaac	Assistant Coach	Santa Ana	2016-17		Wrestling (Boys)
Penaflor, Joe	Head Coach	Santa Ana	2016-17		Soccer (Boys)
Perez Jimenez, Gonzalo	Assistant Coach	Santa Ana	2016-17		Wrestling (Boys)
Rear, Lara	Assistant Coach	Santa Ana	2016-17		Basketball (Girls)
Alonzo, Yvonne	Assistant Coach	Segerstrom	2016-17		Basketball (Girls)
Castanha, William	Assistant Coach	Segerstrom	2016-17		Soccer (Girls)
Fredericksen, Timothy	Head Coach	Segerstrom	2016-17		Water Polo (Girls)
Hayes, Richard	Assistant Coach	Segerstrom	2016-17		Basketball (Girls)
Rogers, Brandon	Head Coach	Segerstrom	2016-17		Basketball (Boys)
Salway, Andrew	Assistant Coach	Segerstrom	2016-17		Water Polo (Girls)
Schultz, Kevin	Head Coach	Segerstrom	2016-17		Wrestling (Boys)
Stevenson, Neil	Head Coach	Segerstrom	2016-17		Soccer (Boys)
Watts, Jeffrey	Head Coach	Segerstrom	2016-17		Basketball (Girls)
Carrillo, Ricardo	Assistant Coach	Valley	2016-17		Soccer (Girls)
Guilkey, Rachel	Assistant Coach	Valley	2016-17		Water Polo (Girls)
Martinez, Yobany	Head Coach	Valley	2016-17		Soccer (Girls)
Mora, Hector	Head Coach	Valley	2016-17		Wrestling (Boys)
Sanchez, Jose C.	Head Coach	Valley	2016-17		Soccer (Boys)
Terwilliger, Erik	Assistant Coach	Valley	2016-17		Water Polo (Girls)
					į

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

TAST NAME   POSITION	7	SITIR	EFF DATE FOUND DATE	FND DATE	COMMENTS
EXPIRATION OF 39-MONTH REEMPLOYMENT	ONTH REEMPLOY	MENT			
Breckenridge, Paul		Kennedy	January 24, 2017		
-					

Mark A. McKinney, Associate Superintendent, Human Resources

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### CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar Board Meeting - February 15, 2017

NAME	NOITISOA	SITE	FFF DATE	FND DATE	CALADV	CAL ADV COMMENTS
RETIRMENTS						
		Nutrition				33 years, 11
Dominguez, Antonia	Fd. Svc. Wkr.	Svcs.	December 30, 2016			months
						16 years, 7
Hackett, Jeff	HVAC Mechanic II	Bldg. Svcs.	April 10, 2017			months
						26 years, 3
Marthell, Armonia	Sch. Off. Mgr. Elem.	Monte Vista	February 16, 2017			months
						26 years, 11
Ponce, Martha	Sr. Fd. Svc. Wkr.	Сагт	February 24, 2017			months
		School Police				3 years, 3
Rodriguez, Hector	Chief of School Police	Services	March 31, 2017			months
RESIGNATIONS						
						Personal - 1
Castaneda, Ambar	SSP Sp. Ed.	Davis	January 20, 2017			year, 3 months
						Personal - 1
Gonzalez, Luixsana	After School IP	Lincoln	January 18, 2017			year, 6 months
						Personal - 1
Gonzalez, Luixsana	SSP Sp. Ed.	Saddleback	January 18, 2017			year, 6 months
*//						Personal - 2
Jones, Christopher	Maintenance Worker I	Bldg. Svcs.	January 11, 2017			years, 4 months
						Personal - 3
Kahmar, Kellie	SSP Sp. Ed.	Santiago	January 27, 2017			months
						Personal - 7
Macias, Brenda	Preschool Teacher	ECE	December 29, 2016			years, 6 months

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - February 15, 2017

			REE DATE		SALARV	SALARY COMMENTS
RESIGNATIONS (Continuation)	Continuation)					
						Personal - 2
Melgar, Vanessa	After School IP	Lincoln	January 17, 2017			years
						Personal - 3
Paradise, Marian	Site Clerk	Greenville	January 17, 2017			months
						Personal - 11
Tapia, Alejandro	Library Media Technician	McFadden	January 17, 2017			months
						Personal - 16
Zook, Jeanette	Instr. Asst. Sev. Dis.	Valley	January 26, 2017			years, 7 months
ABSENCES (3 to 20	ABSENCES (3 to 20 duty days) - Without Pay					
		Transition				
Castellanos, Clarissa Instr. Asst. Sev. Dis.		Center	December 10, 2016   December 23, 2016	December 23, 2016		Personal
Fatima, Ambreen	SSP Sp. Ed.	Roosevelt	January 27, 2017	February 10, 2017		Personal
Ocegueda, Lupe	School Office Asst. Sec.	Spurgeon	January 24, 2017	January 31, 2017		Personal
LEAVE (21 duty da	LEAVE (21 duty days or more) - Without Pay					
Hanson, Victoria	Instr. Asst. Sp. Ed.	Taft	January 17, 2017	March 31, 2017		Personal
NEW HIRES						
Borcelis, Kashmyrrh	SSP Sp. Ed.	Carr	January 18, 2017		19/1	Probationary
Cerda, Grisel	Licensed Vocational Nurse PSS	PSS	February 9, 2017		24/1	Probationary

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

0						
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
NEW HIRES (Continuation)	inuation)					
Cervantes, Jennifer	Licensed Vocational Nurse PSS	PSS	January17, 2017		24/1	Probationary
Contreras, Vanessa	Library Media Technician	Lathrop	January 17, 2017		25/1	Probationary
		After School				
Dunkle, Whitney	After School IP	Programs	January 19, 2017		16/1	Probationary
Edwards, Christany	Library Media Technician	MacArthur	January 17, 2017		25/1	Probationary
Fatima, Ambreen	SSP Sp. Ed.	Roosevelt	January 23, 2017		19/1	Probationary
		Santa Ana				
Gomez, Ronald	Activity Supervisor	High	January 26, 2017		10/1	
Gonzalez, Brenda	Licensed Vocational Nurse PSS	PSS	January 23, 2017		24/1	Probationary
		After School				
Gonzalez, Melissa	After School IP	Programs	January 17, 2017		16/1	Probationary
Huaman, Marie	Licensed Vocational Nurse PSS	PSS	January 18, 2017		24/1	Probationary
Maynor, Amy	SSP Sp. Ed.	Wilson	January 23, 2017		19/1	Probationary
Mendoza, Maria	Activity Supervisor	Madison	January 27, 2017		10/1	
		Santa Ana				
Mitchell, JoAnna	SSP Sp. Ed.	High	January 23, 2017		19/1	Probationary
Oliver, Evelyn	Activity Supervisor	Lowell	January 25, 2017		10/1	
Ordoñez, Liliana	Preschool Teacher	ECE	January 17, 2017		ШС	Probationary
Perez, Wendy	SSP Sp. Ed.	Valley	January 17, 2017		19/1	Probationary
Reyes Navarrete,						
Barbara	Fd. Svc. Wkr.	Santiago	February 15, 2017		11/1	Probationary
Rodriguez, Jose	Maint.Wkr. II	Bldg. Svcs.	January 25, 2017		30/1	Probationary
Ruiz, Miranda	Autism Paraprofessional	Mitchell	January 17, 2017		24/1	Probationary

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
NEW HIRES (Continuation)	nuation)					
		8				
Serrano, Alejandra	After School IP	After School Programs	January 25, 2017		16/1	Probationary
Torres, Rodrigo	Computer Technician	Lathrop	January 17, 2017		28/1	Probationary
	After School IP	After School Programs	February 1, 2017		16/1	Probationary
	Licensed Vocational Nurse PSS	PSS	January 18, 2017		24/1	Probationary
Yu, Pei-San	Autism Paraprofessional	Sp. Ed.	January 17, 2017		24/1	Probationary
Zurita Meza, Norma	Activity Supervisor	Mendez	January 24, 2017		10/1	
ADDITIONAL ASSIGNMENTS	IGNMENTS					
Muro, Jessica	SSP Sp. Ed.	McFadden	February 15, 2017		19/1	Probationary
Navarrete, Andrea	SSP Sp. Ed.	Sp. Ed.	January 17, 2017		19/3	Probationary
Torres, Thomas	SSP Sp. Ed.	Heroes	January 25, 2017		19/1	Probationary
PROMOTIONAL APPOINTMENTS	PPOINTMENTS					
					From 16/3	From 16/3 From After
Acevedo, Stephanie	Instr. Asst. Sev. Dis.	Carr	January 18, 2017		to 20/2	School IP
					From 19/1	From 19/1 From SSP Sp.
Avalos, Angelica	Instr. Asst. Sev. Dis.	Adams	January 17, 2017		to 20/2	Ed.
		T T T T T T T T T T T T T T T T T T T	1		From 19/2	From 19/2 From SSP Sp.
Hassain, Khadija	Instr. Asst. Sev. Dis.	Willard	January 17, 2017		to 20/3	Ed.

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

NAME	DOSTITION	CITE	DEF DATE	END DATE	CATADV	SENSIMPOS VOLVES
	Notice		are. Date	END DATE	SALAINI	COMMENTS
PROMOTIONAL A	PROMOTIONAL APPOINTMENTS (Continuation)	lation)				
Hemandez, Patricia	Interpreter/Translator Sp. Ed.	Special Ed.	January 25, 2017		From 24/6 to 32/3	From Site Clerk
					From 23/6	
:	; ;	į	1		+ Diff. to 28/5 +	;
Mancilla, Anthony	Rv. Ld. Custodian	Bldg. Svcs.	January 25, 2017		Diff.	From Custodian
Murtaza, Zohra	Department Specialist	K12 Teaching & Learning	January 17, 2017		From 24/5 to 28/4	From Site Clerk
					From 23/5	
Olivares Cervantes,					28/4 +	
Armando	Rv. Ld. Custodian	Bldg. Svcs.	January 26, 2017		Diff.	From Custodian
		o G			From 25/6 + Bil. to	From School
Klos, Gabriella	Department Specialist	FOS	January 23, 2017		0/97	Acct. Clerk
REASSIGNMENTS						
Arreola, Anthony	After School IP	Lincoln	January 17, 2017		16/3	From Spurgeon
Carbajal, Sara	Sch. Off. Asst. Sec.	Valley	January 25, 2017		24/6	From Site Clerk

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - February 15, 2017

NAME POSITION	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
REASSIGNMENTS (Continuation)	(Continuation)					
Cortes, Krystal	After School IP	Harvey	January 24, 2017		16/2	From King
Garcia, Marisol	SSP Sp. Ed.	Greenville	January 28, 2017		19/2	From Jefferson
Valasquez-Martinez,						
Paulina	After School IP	King	January 24, 2017		16/2	From Harvey
ADJUSTMENT OF	ADJUSTMENT OF WORKING ASSIGNMENTS	VTS			į	
						From 3.5 hours
Flores, Katya	Fd. Svc. Wkr.	Esqueda	February 15, 2017		11/4	to 6.5 hours
						From 10
						months to 12
Khan, Saima	Preschool Teacher	ECE	January 17, 2017		IIIB/2	months
TEMPORARY ASSIGNMENTS	IGNMENTS	9				
	From Custodian to Rv. Ld.				28/5+	
Fernandez, Felix	Custodian	Bldg. Svcs.	November 21, 2016 January 24, 2017	January 24, 2017	Diff.	
	From Site Clerk to					
	Interpreter/Translator Sp.					
Hernandez, Patricia	Ed.	Sp. Ed.	December 5, 2016	January 24, 2017	32/4	
	From Custodian to Rv. Ld.		:		28/5+	
Hill, Donald	Custodian	Bldg. Svcs.	November 21, 2016 December 30, 2016 Diff.	December 30, 2016	Diff.	
	From Custodian to Rv. Ld.				28/5+	
Lopez, Gerson	Custodian	Bldg. Svcs.	January 17, 2017	January 31, 2017	Diff.	

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
TEMPORARY ASS	ASSIGNMENTS (Continuation)	(u				
	From After School IP to	After School				
Lopez, Olga	Site Coordinator	Programs	January 18, 2017	February 14, 2017	\$25	
		Human				
Melgar, Lourdes	Ld. Personnel Technician	Resources	February 6, 2017	February 10, 2017	34/6 + Bil.	
	From Custodian to Rv. Ld.				28/5 +	
Nieto, Cesar	Custodian	Bldg. Svcs.	November 21, 2016 December 30, 2016		Diff.	
		K12				
	From Admin. Secretary to	Teaching &				
Olivarez, Maritza	Executive Secretary	Learning	January 2, 2017	January 27, 2017	33/4	
Osornio Vazquez,	From Custodian to Rv. Ld.				28/2 +	
Raymundo	Custodian	Bldg. Svcs.	December 1, 2016	January 25, 2017	Diff.	
	From Depart. Spec. to	Deputy Supts.				
Plaza, Leonor	Admin. Secretary		January 2, 2017	January 27, 2017	30/6	
	From After School IP to	After School				
Trang, Meyly	Site Coordinator	Programs	January 16, 2017	February 14, 2017	\$25	
	From Custodian to Lead					
Ugalde, Victor	Custodian	Bldg. Svcs.	November 7, 2016	January 31, 2017	28/5	·
BILINGUAL COMPENSATION	PENSATION					
					:	
Limon, Michael	School Police Officer	School Police	School Police January 1, 2017			

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
HOURLY APPOINTMENTS	TMENTS					
Ortiz-Arias, Emanuel	Ortiz-Arias, Emanuel Instr. Asst. Provider	Lorin Griset	Lorin Griset January 20, 2017		16/1	
	Instr. Asst. Provider	After School				
Sanchez, Maurice	ASSETS	Programs	January 25, 2017		16/1	
Whitehead, Rebecca Instr. Asst. Provider	Instr. Asst. Provider	Ed. Services	Ed. Services January 23, 2017		16/1	

Mark A. McKinney, Associate Superintendent, Human Resources

### AGENDA ITEM BACKUP SHEET February 15, 2017

### **Board Meeting**

TITLE: Budget Update – Governor's Proposed Budget

**ITEM:** Presentation

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services PREPARED BY: Tina Douglas, Assistant Superintendent, Business Services

Swandayani Singgih, Director, Budget

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to provide an update of the Governor's proposed State Budget for 2017-18 and its implications on the District's budget.

### **RATIONALE:**

The presentation will provide an overview of the Governor's proposed 2017-18 State Budget.

### **FUNDING:**

Not fiscal impact.

### **RECOMMENDATION:**

Presented for information.



# 2017-18 GOVERNOR'S BUDGET PROPOSAL **FEBRUARY 15, 2017**

Tina Douglas Assistant Superintendent, Business Services

### AGENDA

- > Governor's 2017-18 January Budget Proposal
- **▶ LCFF Funding**
- ✓ Other Programs
- ➤ Ongoing Expenditure Pressures
- Budget Development and Next Steps



For Sutter Brown "Save some biscuits for a rainy day."



surging tide of revenues that we enjoyed the past few years appears to have turned." "This year's budget will be the most difficult that we have faced since 2012. The

- Governor Edmund G. Brown, Jr., January 10, 2017

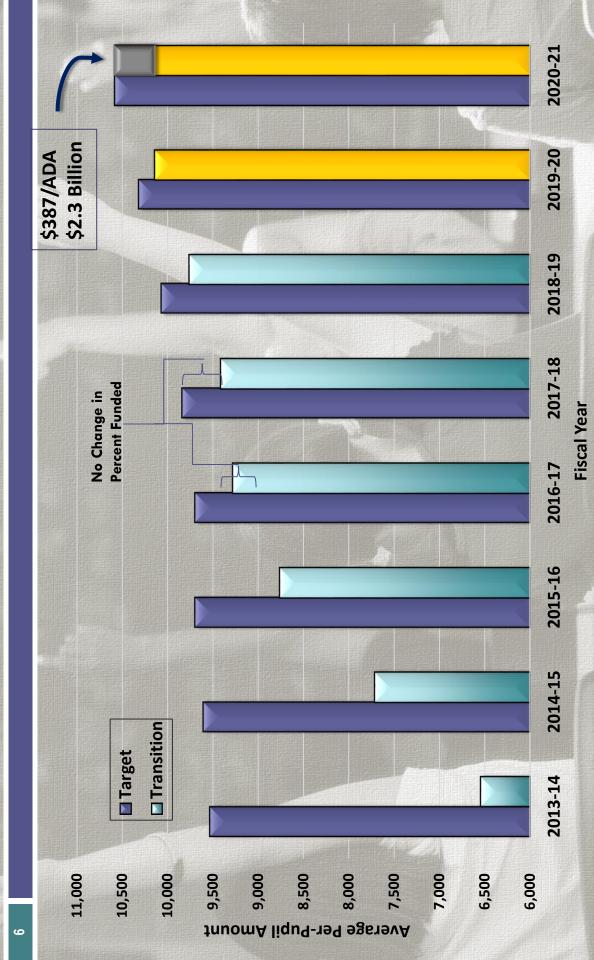
# GOVERNOR'S JANUARY BUDGET PROPOSAL

- **▼ LCFF Funding**
- ∨ COLA 1.48%
- > GAP Funding equates to a decrease of \$8M
- Apportionment Deferrals
- ✓ One-Time Discretionary Funds \$48/ADA
- Major Unknowns for Federal Programs

# WHAT'S NOT IN THE BUDGET

- No new funding to address increased costs for PERS/STRS
- No funding to close the LCFF gap
- No new funding for transportation
- No cost-of-living adjustment (COLA) for Child Care or State Preschool Programs

# -CFF Implementation Progress

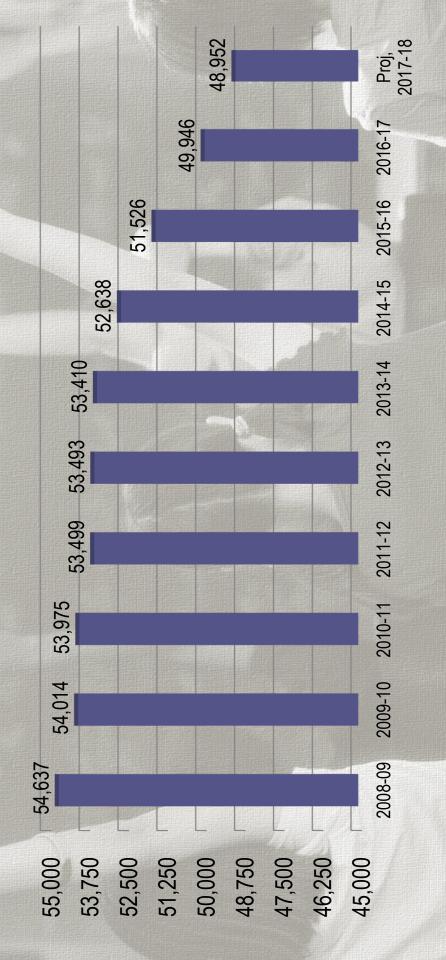


# Proposition 55

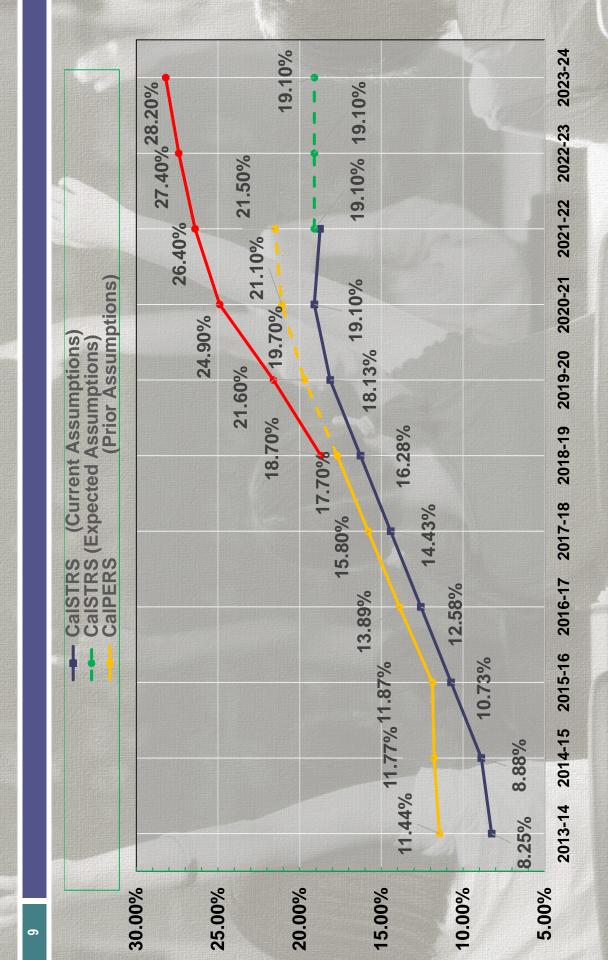
- increase, education funding above the Proposition 30 Passage of Proposition 55 maintains, but does not eve
- Proposition 55 is a replacement for Proposition 30, not an addition to it

# ENROLLMENT DECLINES

# SAUSD Historical & Projected Student Enrollment



# CalSTRS and CalPERS Contribution Rates



# Revenue vs. Cost

- > On the natural, costs continue to rise
- Declining enrollment also results in revenue losses
- Ongoing costs for most districts are likely to exceed 4%
- New revenues will not cover new costs
- > And it gets worse in the out years
- There is no new "targeted money" for gap closure in 2017-18
- sustaining commitments made in prior years in the face Bottom line, most districts will have difficulty of lower state revenue projections

### Multiyear Projections Final Considerations

- CalSTRS and CalPERS employer contributions are still ncreasing
- > Health and welfare contributions are increasing
- Contributions to restricted programs continue to increase
- Declining enrollment will continue to make it difficult to balance the budget
- Expectations are for COLA-only years after the LCFF target is reached

# NEXT STEPS - LCAP AND BUDGET

# February 15, 2017 (Tonight)

Governor's January Budget Proposal

### **March 2017**

LCAP Update to the Board and Second Interim Report

### **April 2017**

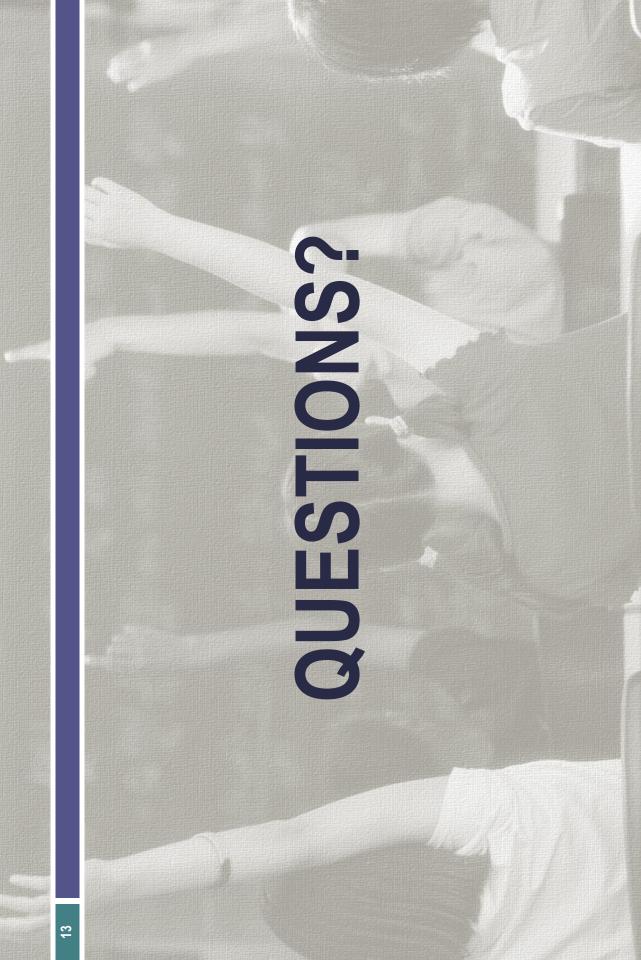
**Budget and LCAP Board Study Session** 

### May 2017

LCAP Update to the Board

### June 2017

LCAP and Budget Adoption



### AGENDA ITEM BACKUP SHEET February 15, 2017

### **Board Meeting**

TITLE: Approval of Facilities Lease Agreement Between Santa Ana Unified

School District and Rancho Santiago Community College for District

Property at 1325 E. Fourth Street, Santa Ana

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

### **BACKGROUND INFORMATION:**

Staff seeks Board approval of the Facilities Lease Agreement between Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District (RSCCD) for the college's use of the western portion of the campus. (See diagram attached).

The SAUSD Board has previously approved similar facilities use agreements with RSCCD for the Middle College High School, as well as the use of classrooms for Santa Ana College (SAC) Adult Education Program throughout the District.

### **RATIONALE:**

Approval of the proposed Facilities Lease Agreement would allow SAC to utilize a portion of the property at 1325 E. Fourth Street, Santa Ana, for classrooms for college credit courses as

### **ITEM SUMMARY:**

- Request Board approval of a Facilities Lease Agreement with Rancho Santiago Community College District/Santa Ana College for District Property at 1325 E. Fourth Street, Santa Ana.
- Santa Ana College (SAC)
   wishes to offer college credit
   and adult education courses at
   this location.
- SAUSD intends to allow students attending school at this location to participate in a dual -enrollment arrangement with RSCCD/SAC.

well as adult education courses. Doing so would allow SAUSD students to earn college credits while graduating from high school.

RSCCD/SAC shall have the exclusive occupancy and use of their portion of the property Monday through from 7:00 a.m. to 10:00 p.m. and Saturday 8:00 a.m. to 5:00 p.m. The SAUSD expressly reserves its right to exclusive occupancy and use of the of the property for its education programs and activities on all other days and times, as well as exclusive occupancy of its facilities on the eastern portion of the campus.

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments.

### **FUNDING:**

No fiscal impact anticipated to the General Fund. The rent paid by RSCCD will reimburse the District for maintenance and custodial costs for their portion of the property. Any funds expended from Fund 40 to modify the facility will be reimbursed by RSCCD.

### **RECOMMENDATION:**

Approve the Facilities Lease Agreement between Santa Ana Unified School District and Rancho Santiago Community College District to provide college courses as well as adult education courses.

### JOINT USE LEASE AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SANTA ANA UNIFIED SCHOOL DISTRICT

THIS JOINT USE LEASE AGREEMENT ("Lease") is made between the SANTA ANA UNIFIED SCHOOL DISTRICT, a State of California local educational agency ("Lessor"), and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a State of California community college district ("Lessee"), this \_\_\_\_ day of \_\_\_\_\_\_, 2017. Lessor and Lessee may be referred to herein collectively as the "Parties."

WHEREAS, Lessor seeks to establish a new center to meet the community needs in center/east Santa Ana. This center would meet an identified community need for English as a Second Language, High School Diploma, High School Equivalency Preparation, Adult Basic Education, Career and Technical Education courses and college credit courses. In addition, the center will house a state-funded Child Development Center in two classrooms.

WHEREAS, Lessor is authorized, pursuant to California Education Code section 17527, to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session"; and

WHEREAS, Lessor is the fee owner of certain real property and improvements thereon situated at 1325 E. 4<sup>th</sup> St., Santa Ana, California 92701 and which is referred to hereinafter as the "Property."

WHEREAS, Lessee desires to lease from Lessor the vacant space consisting of the "Premises" described in Paragraph 1.1 below for the purpose of conducting Santa Ana College's college credit classes and Adult Education Program including a Child Development Center that offers preschool and lab school services to Program participants and local community ("Program").

WHEREAS, Lessor desires to allow Lessee to use the Premises on the Property, as designated, for Lessee's Program; and

WHEREAS, pursuant to California Education Code section 17529, Lessor has determined, by approving this Lease, that leasing the Premises to Lessee will not (1) interfere with any educational programs or activities of any school or class conducted on the Property, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of any children at the Property; and

WHEREAS, Lessor and Lessee desire to enter into this Lease whereby Lessor leases the Premises to Lessee, and Lessee leases the Premises from Lessor, pursuant to the terms and conditions contained herein this Lease; and

WHEREAS, Lessee agrees that Lessor's fee interest shall at all times be and remain unsubordinated to any leasehold mortgage which may be imposed upon Lessee's leasehold interest

hereunder or upon the improvements, and that nothing contained in this Lease shall be construed as an agreement by Lessor to subject its fee interest to any lien.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

### 1. PREMISES

- 1.1 <u>Description.</u> Lessor hereby leases to Lessee, for its exclusive use, on the terms and conditions hereinafter set forth, portions of the Property generally described as Building A and Building B, which contain classrooms numbered 1110 through 2102 (including all restrooms and storage spaces annexed to said classrooms), library, lounge (classroom), administrative offices and Kindergarten playgrounds and play structure on the west side of Building A and Building B, as more particularly identified in cross-hatched portion of the site drawing of Property attached hereto as Exhibit "A" and incorporated herein by this reference (collectively "Premises"). Premises consist of three thousand eight hundred forty (3,840) square feet of portable classroom buildings and fifteen thousand nine hundred fifty (15,950) square feet of Buildings A & B.
- 1.2 <u>Shared Property and Facilities</u>. Lessee acknowledges and understands that portions of the Property, on which the Premises are located, is and will be in use by Lessor. As such, notwithstanding any other provision herein this Lease, the Property and any playgrounds, excluding the Kindergarten playgrounds, common areas, parking lots, recreational facilities, and other outdoor play areas (collectively "Shared Space") may be used by other parties, including Lessor, in Lessor's sole discretion and Lessee shall cooperate, as necessary, with Lessor and other parties in reaching amicable arrangements concerning use of the Shared Space. During the time that it uses or occupies the Premises, Lessee shall be afforded reasonable access to the Shared Space of the Property; provided, however, Lessee shall not have access to other building improvements now or hereafter situated on the Property which are not part of the Premises under this Lease including, without limitation, the Property's kitchen facilities unless otherwise specifically agreed to in writing by the Parties.
- 1.3 Condition of Premises. Lessee acknowledges that it has been afforded the opportunity to inspect the physical condition of Premises and the Property. Lessee accepts the Premises, and leases the Premises from Lessor, on an "AS-IS" basis without any warranty or representation of Lessor relating to the condition of the Premises in its existing condition for Lessee's anticipated use and occupancy thereof. Lessor shall have no obligation to improve, remodel, alter or modify the Premises, or any portion thereof, in any manner including without limitation structural changes, additions, or improvements to the Premises, except as specifically agreed to in writing by the Parties. Lessor shall, however, remain responsible for compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards, including but not limited to the Division of the State Architect's jurisdiction, but only to the extent the compliance would be required of District without regard to Lessee's use of the Premises.
  - 1.3.1 Lessee acknowledges that neither Lessor nor Lessor's agents have made any representation or warranty as to the suitability of the Premises for Lessee, Lessee's use thereof, or Lessee's Program. Any agreements, warranties, or representations not expressly contained in this Lease shall

- in no way bind Lessor or Lessee, and Lessor and Lessee expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Lease.
- 1.3.2 The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than exists upon Lessee's occupancy of the Premises, and if the structural damage is due to no fault or negligence of Lessee, then Lessor will repair the damage in order to bring it back to a condition which is similar to the condition which exists at the time Lessee takes possession of the Premises. Lessor may, however, terminate this Lease if the cost to repair the Premises exceeds Three Hundred Fifty Thousand Dollars (\$350,000) per incident. If the time to make the necessary repairs to the Premises exceeds thirty (30) days, Lessor shall pro-rate the Rent during the "repair" period. If the repairs can be made in thirty (30) days or less, Lessor may, in its sole discretion, pro-rate the Rent during the "repair" period, if the resulting structural damage prohibits Lessee from carrying out its normal daily activities. If Lessor elects not to perform a repair estimated to cost in excess of One Hundred Fifty Thousand Dollars (\$150,000), Lessee may elect to remain in possession of the Premises and pay the Rent, unless revised through mutual agreement of the Parties, or Lessee may elect to terminate this Agreement.
- 1.3.3 As used in the Lease, the term "structural elements" of the building are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of Lessee.
- 1.4 <u>The Premises; Lessor Rights.</u> Lessor reserves the right to use the roof, exterior walls and areas beneath, adjacent to and above the Premises, together with the right to install, use, maintain or replace equipment, machinery, pipes, conduit, wiring or other similar items/equipment/materials in, on, about or through the Premises to service other areas of the Property, provided that such uses shall not materially and unreasonably interfere with the Lessee's use and occupancy of the Premises.
- 1.5 The Property; Lessor's Rights. The Premises are part of the Property which is a complex consisting of buildings, landscaping, parking and other improvements. Notwithstanding the lease of the Premises to Lessee, Lessor may, in its sole discretion, modify the size, shape, location or extent of other improvements or add/delete improvements in or about the Property without liability to the Lessee or consent of the Lessee, provided that such modifications, additions or deletions shall not materially modify the Premises or materially impair Lessee's use/occupancy of the Premises without Lessee's prior consent which shall not be unreasonably withheld or conditioned.
- 1.6 <u>CEQA Approval; Right to Terminate.</u> Lessee hereby acknowledge and agrees that an express condition to the performance of this Lease is approval and satisfaction of any and all of Lessor's obligations pursuant to the California Environmental Quality Act (CEQA) and its implementing regulations including, without limitation, in order for Lessee

to occupy and use the Premises and operate Lessee's Program as set forth herein this Lease. Lessee further expressly acknowledges and agrees that, in the event, for whatever reason, Lessor is unable to comply with and obtain approval under CEQA for either the Premises or Property, Lessor shall have the right to immediately terminate this Lease upon written notice thereof to Lessor. Lessee shall not implement any Lessee Improvements, as set forth herein, or other site improvements of any kind until Lessor has notified Lessee of its ability to comply with all CEQA requirements and Lessor's Board of Education has approved all necessary CEQA document at a regularly scheduled meeting thereof.

### 2. PROGRAMMING

- 2.1 <u>Hours of Use</u>. Lessee will use and occupy the Premises for Lessee's Program and for no other use, as further provided for herein this Lease. Lessee shall have the exclusive occupancy and use of the Premises Monday through Thursday, from 8:00 a.m. to 9:00 p.m. and Friday and Saturday from 8:00 a.m. until 6:00 p.m.
- 2.2 <u>Courses.</u> Lessee plans to operate eleven (11) classrooms, nine (9) of which will be used for the Santa Ana College School of Continuing Education (SAC-SCE), with the SAC Child Development Center to operate the other two (2) classrooms.
- 2.3 Occupancy. The anticipated occupancy for the Premises are set forth in the below matrix:

Program Occupancy	Morning	Afternoon	Evening	FRI/SAT
Total Occupancy	300	195	260	260

### 3. TERM

- 3.1 <u>Term.</u> The Term of this Lease is five (5) years, commencing July 1, 2017, and ending June 30, 2022, unless earlier terminated pursuant to the provisions hereof. Any extension or renewal of the Term of this Lease, and the terms and conditions therefor, shall be consummated in a written amendment hereto this Lease as mutually agreed upon, if at all, by the Parties.
  - 3.1.1 Lessee shall have no right of possession of the Premises until Lessee delivers to Lessor the Certificates of Insurance evidencing that Lessee has obtained each of the policies of insurance set forth in Paragraphs 13.1.1, 13.1.2 and 13.1.3 and that each such policy of insurance is in effect as of the date that Lessor delivers possession of the Premises to Lessee.

### 4. USE

- 4.1 The Premises shall be used by the Lessee solely and exclusively for purposes of providing Lessee's Program, which Lessee agrees to make reasonably available to the pupils of Lessor meeting all Program requirements.
- 4.2 <u>No Waste</u>. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer, or

storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

- 4.3 Prohibited Activities. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Lessee shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times. Lessee shall not use or permit the use of the Premises or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public facility. Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Lessee sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance
- 4.4 <u>Permits</u>. If required, Lessee shall obtain a use permit from the City in which the Premises is located for Lessee's use of the Premises and operation of Lessee's Program throughout the Term of this Lease. Lessee shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules, and ordinances

### 5. RENT AND EXPENSES

- 5.1 Rent. The term "Rent" as used herein consists of "Quarterly Rent" and "Expenses" as those terms are used and defined herein. Rent shall be paid by Lessee to Lessor as set forth herein without deduction or offset in lawful money of the United States at the location designated by Lessor or such other location as Lessor may designate from timeto-time. The Rent for any fractional month at the beginning or at the end of this Lease shall be prorated. The Rent for the first (1<sup>st</sup>) quarter shall be due upon the first date of use or occupation of the Premises by Lessee. Thereafter, the Rent shall be paid quarterly and shall be on the first (1<sup>st</sup>) day of July, October, January and April of each year until the expiration or earlier termination of the Lease.
- 5.2 Quarterly Rent. Lessee shall pay to Lessor, on or before the first (1st) day of each quarter as set forth in Section 5.1, above, during the Term of this Lease, as Rent the sum of Forty-Six Thousand Five Hundred Fifty-Four Dollars and Ninety-Three Cents (\$46,556.93), inclusive of all Expenses as set forth in Section 5.3. Quarterly Rent shall be due and payable from Lessee to Lessor regardless of whether or not Lessor submits a billing statement for Quarterly Rent to Lessee. Pursuant to Education Code § 17535(b), "a [school] district may enter into an agreement to rent or lease vacant classrooms or other space in operating schools to public entities for less than fair market rental for comparable facilities."
- 5.3 Expenses. During the Term of this Lease, Lessee's Monthly Rent shall include Lessee's Share of Expenses. For purposes of this Lease, the term "Expenses" shall mean all expenses, costs, fees or charges paid or incurred by Lessor during any calendar year relating to the Premises for: (a) utility services; (b) operation, maintenance, security services, replacement for normal wear and tear, repairs, re-striping or resurfacing of paving and cleaning of the Property; and (c) Property Taxes, if any, levied or assessed

against Lessor in connection Lessor's real estate or possessory interests and/or special assessments. Expenses do not include expenses, costs, fees or charges paid or incurred for portions of the Property set aside for the exclusive use of Lessor or other tenants of Lessor.

5.4 <u>Late Payment</u>. Lessee shall make full payment of the amount due pursuant to this agreement within forty-five (45) days of the date thereof. Accordingly, if Lessor does not receive any installment of the Rent or any other sum due from Lessee by 4:00 p.m. within forty-five (45) days after the Rent is due, Lessee shall pay to Lessor, as additional sums due, a late charge equal to five percent (5%) of the overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that any late charge assessed to Lessee shall represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of any late sums by Lessor shall in no event constitute a waiver of Lessee's default with respect to any overdue amount, nor prevent Lessor from exercising any of its other rights and remedies granted hereunder.

### 6. REAL ESTATE TAXES

- 6.1 <u>Lessor Payment of Property Taxes.</u> Lessor shall pay all of the real estate or possessory interest taxes, general and special assessments, levies and charges (collectively referred to herein as "Property Taxes") levied or assessed against this Lease or the real property and improvements of which the Premises are a part. The foregoing notwithstanding, unless exempt from the payment of Property Taxes, Lessee shall be responsible for payment of Lessee's share of Property Taxes as part of the Expenses component of Rent.
- 6.2 <u>Taxes Payable Solely By Lessee</u>. Lessee shall pay, before delinquency and without prior notice or demand from Lessor, all taxes levied or assessed on and which become payable during the Term of this Lease, whether or not now customary and whether or not within the contemplation of Lessee or Lessor as of the date of this Lease, which are based upon, measured or calculated with respect to: (i) the Rent payable under this Lease; (ii) Lessee's equipment, fixtures, furniture, and other personal property of Lessee situated in the Premises; and (iii) the value of any improvements, alterations or additions made by or on behalf of Lessee to the Premises, except for those improvements existing as of the date of this Lease.

### 7. <u>UTILITY SERVICES</u>

7.1 Lessor shall furnish necessary utilities to the Premises including water, gas, solid waste disposal, and electrical utilities during the Term. The foregoing notwithstanding, Lessee shall make payment of the Lessee's Share of Expenses for utility service charges paid for by Lessor as part of the Expenses component of Rent. Further, notwithstanding the obligation of Lessor to obtain utility services for the Premises as set forth above, Lessor shall not be deemed in default in the performance of Lessor's obligations under this Lease nor shall Rent be abated or any other right or obligation of Lessor or Lessee under this Lease be affected, if any utility service to be obtained and paid for by Lessor shall be interrupted, limited or terminated for any reason other than Lessor's failure to timely pay undisputed amounts due for Lessor-obtained utility services.

7.2 Lessee shall obtain and pay for all charges for telephone and internet access. Lessee shall be solely responsible for the cost of and completing distributions of telephone/internet services throughout the Premises as necessary for Lessee's use and occupancy of the Premises and paying charges for telephone and internet services along with any equipment or improvements necessary to use or access such services from the Premises and/or distribution of such services through the Premises.

### 8. MAINTENANCE AND REPAIR

- 8.1 <u>Lessee Maintenance of Premises.</u> Lessee shall, at its own expense, keep and maintain the Premises in a neat and clean condition at all times of its use and occupancy during the Term of this Lease. Lessee acknowledges that the Premises and all improvements thereon which are included in this Lease are now in good order and condition. Upon the expiration of the Term or upon the earlier termination of this Lease, Lessee shall surrender the Premises and improvements therein to the Lessor in the condition received, reasonable use and wear excepted. Lessee further agrees to occupancy of the Premises at its own cost, necessary to comply with federal, state, county, municipal and other governmental agencies having or claiming jurisdiction. Lessor's obligations hereunder shall include providing regular daily janitorial services to the Premises.
- 8.2 <u>Lessor Maintenance</u>. Lessor shall be responsible for major general building repairs, maintenance and replacements, including but not limited to maintenance of the structural elements of the Property (foundations, bearing and exterior walls, sub flooring and roof) within which the Premises are situated, and Lessor installed, plumbing, electrical, mechanical, telephone and information technology infrastructure, fire extinguishing systems, including fire alarms and/or smoke detection, and heating systems. Lessor shall be further responsible for maintenance and repairs to the Shared Spaces of the Property. Lessee agrees to promptly give Lessor written notice of any need for repairs, maintenance or replacements, after which Lessor shall have a reasonable opportunity to repair the same or cure the defect. Lessor shall not be liable for any failure to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such maintenance is given to Lessor by Lessee. Lessee shall be responsible for Lessee's Share of Expenses for maintenance, repair or replacement costs, fees, expenses or other charges incurred by Lessor which are not exclusively limited or exclusively used for portions of the Property other than the Premises.

### 9. <u>IMPROVEMENTS AND ALTERATIONS</u>

9.1 Lessee Improvements. Lessee shall not construct, make, nor permit to be made or constructed, any alterations or improvements of the Premises ("Lessee Improvements"), without first obtaining express, written consent from Lessor which may be withheld, granted or conditioned in the sole discretion of Lessor. Lessee, at its own sole cost and expense, agrees to pay for any Lessee Improvements to the Premises, including repairs and replacements that result from normal use including but not limited to new floor coverings, paint and window coverings. All additions to and improvements of the Premises, including locks, bolts and other fixtures, whether made by the Lessee or any other person, save and except movable furniture, fixtures and equipment installed by the Lessee upon the Premises and which can be removed therefrom without injury to the Premises, immediately when made shall become and be the property of Lessor and shall

not be removed from the Premises or changed without first obtaining the written consent of Lessor.

- 9.2 Improvements Standards. Lessee Improvements to the Premises shall conform to the standards set forth herein. Prior to commencing construction of Lessee Improvements, Lessee shall cause plans and specifications setting forth in detail the nature and scope of the proposed Lessee Improvements along with the materials, equipment and other items to be incorporated into the Lessee Improvements to be prepared by a California licensed architect or California registered engineer as necessary or appropriate by the nature and scope of the Lessee Improvements. Prior to commencing construction of the Lessee Improvements, Lessee shall provide Lessor with a full copy of the plans and specifications reflecting the total scope of the proposed Lessee Improvements and obtain Lessor's consent thereto. Lessee may modify the plans and specifications for Lessee Improvements as necessary to obtain Lessor's consent thereto. No Lessee Improvements to the Premises shall be commenced without the prior consent of Lessor. The Lessee Improvements set forth in such plans and specifications shall be subject to review and approval by all governmental agencies with jurisdiction over any portion of the work indicated therein prior to commencement of construction at or about the Premises. The foregoing notwithstanding, Lessee may make minor Tenant Improvements that are not subject to DSA jurisdiction and having a value no greater than One Hundred Seventy-Five Thousand Dollars (\$175,000), provided that Lessee submits to Lessor for approval a written notice setting forth the details of proposed minor Tenant Improvements and the proposed cost no less than ten (10) business days prior to the commencement of the minor Tenant Improvements. Lessor shall not unreasonably withhold its approval of such minor Tenant Improvements.
- Construction of Lessee Initiated Improvements. Lessee Improvements consented to by Lessee shall be completed only by contractor(s) duly licensed by the California Contractors State License Board. No construction activities at the Property or the Premises relating to Lessee Improvements shall be permitted unless prior to the commencement of such construction activities, Lessee provides to Lessor: (a) the contractor(s)' certificate(s) of insurance evidencing that the contractor(s) and each of its subcontractors have obtained and will maintain for the duration of construction activities at the Premises the following insurance policies in the minimum coverage amounts noted: (i) Workers Compensation Insurance (coverage amount in accordance with applicable law); (ii) Employer's Liability Insurance (coverage amount of at least One Million Dollars (\$1,000,000)); (iii) Commercial General Liability Insurance, including coverages for personal injury, death, property damage and automobile liability (coverage amount of at least Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate). All construction of Lessee Improvements shall be completed in workmanlike manner, and subject to observation by or on behalf of Lessor from time-to-time. Lessee shall, at all times, provide Lessor with access to Lessee Improvements, whether in progress, in place or completed. Lessee may elect to contract through Lessor for actual project costs of modifications or improvements to Premises. Projected costs will be determined by both Lessee and Lessor in writing prior to commencement of work.
- 9.4 Lessee shall at all times indemnify and hold Lessor harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements within the Premises, and from the cost of defending against such claims, including attorney's fees. Lessee shall provide Lessor with at least ten (10)

days written notice prior to commencement of any work which could give rise to a stop payment notice. Lessor has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Lessee shall require its contractor to either:

- 9.4.1 Record a valid Release of Lien; or
- 9.4.2 Deposit sufficient cash with Lessor to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or
- 9.4.3 Procure and record necessary bonds that free the Premises from the claim of the lien from any action brought to foreclose the lien.

If Lessee fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Lease shall be in default and shall be subject to immediate termination.

9.5 On or before the expiration of this Lease, or within thirty (30) days after any earlier termination of this Lease, Lessee shall remove Lessee's Improvements, at its sole expense. Lessee shall repair any damage to the Premises caused by removal of Lessee's Improvements and restore the Premises to good condition, less ordinary wear and tear. In the event that Lessee fails to timely remove Lessee's Improvements, Lessor, upon fifteen (15) days written notice, may either (i) accept ownership of Lessee's Improvements with no cost to Lessor, or (ii) remove Lessee's Improvements at Lessee's sole expense. If Lessor chooses to accept ownership of Lessee's Improvements, Lessee shall execute any necessary documents to effectuate the change in ownership of Lessee's Improvements. If Lessor removes Lessee's Improvements, Lessee shall pay all invoices for the removal of Lessee's Improvements within forty-five (45) days of receipt of an invoice.

## 10. LESSOR EQUIPMENT

- 10.1 <u>Equipment Identification</u>. The equipment identified and described in Exhibit "B" attached to this Lease and incorporated herein by this reference ("Lessor Equipment") is the sole property of Lessor, is located on or about the Premises. Lessee shall furnish all other equipment, materials and supplies necessary for Lessee's use and occupancy of the Premises at the sole expense of Lessee.
- 10.2 <u>Lessee Acceptance of Lessor Equipment</u>. Lessee acknowledges that it has been afforded the opportunity to inspect Lessor Equipment and accepts use of Lessor Equipment in the existing "AS IS" condition of each item of Lessor Equipment.
- 10.3 <u>Lessee Use of Lessor Equipment</u>. The Parties acknowledge and agree Lessee may use Lessor Equipment in connection with Lessee's use and occupancy of the Premises and without additional cost or charge to Lessee. Lessee's use of Lessor Equipment shall be solely and exclusively in connection with operations and activities conducted by Lessee in the Premises and only during such times as such operations and activities are being conducted by Lessee in the Premises. Lessee acknowledges that its use of Lessor

Equipment shall be at the sole risk of Lessee; Lessee expressly releases Lessor from any loss, damage, injury or other harm arising out of or related to the use of Lessor Equipment. Lessee shall be responsible for repairing, replacing or restoring all damage to Lessor Equipment, as directed by Lessor. Lessee's use of Lessor Equipment shall terminate, without further action of Lessee or Lessor, concurrently with expiration of the Term or the earlier termination of this Lease.

### 11. PROPERTY PARKING LOT

- 11.1 <u>Lessee Non-Exclusive Use of Parking Spaces</u>. During the Term, Lessee shall have a non-exclusive right to park motor vehicles of Lessee's employees, agents and invitees in the cross-hatched portion of the Property Parking Lot and noted as "Lessee Parking" in the Property Site Drawing attached to this Lease as Exhibit "A." For purposes of this Lease, Lessee and Lessor agree that the area of the Property Parking Lot noted as Lessee Parking consists of twenty (20) automobile parking spaces, two (2) of which shall be designated for exclusive use as a disabled parking space. During the Term of this Lease, Lessee shall not abandon any inoperative vehicles or equipment on any portion of the Premises. Lessor shall not be liable for any personal injury suffered by Lessee or Lessee's visitors, invitees, and guests, or for any damage to or destruction or loss of any of Lessee or Lessee's visitors, invitees, or guests' personal property located or stored in the parking lots, street parking, or the Premises, except where such damage is caused by Lessor's negligence or misconduct. Lessee accepts parking "AS IS" and Lessee acknowledges that Lessor has not made and is not making any warranties whatsoever with respect to the parking.
- 11.2 Parking Rules and Regulations. At all times during Lessee's use of the Lessee Parking, Lessee shall require strict compliance with the Parking Lot Rules and Regulations attached to this Lease as Exhibit "C" and incorporated herein by this reference. Lessee shall comply with all non-discriminatory modifications to the Parking Lot Rules and Regulations implemented from time-to-time by Lessor. Lessor may, without liability to Lessee, prohibit any employee, agent or invitee of Lessee who persistently violates Parking Lot Rules and Regulations from using or parking in the Property Parking Lot.
- 11.3 <u>Lessor Maintenance of and Improvements to Parking Area</u>. During the Term at its sole cost and expense, Lessor shall routinely maintain the area of the Property Parking Lot in which Lessee's non-exclusive parking spaces are situated in a neat, clean, safe and sanitary condition.
- 11.4 <u>Termination of Non-Exclusive Parking License</u>. Lessee's non-exclusive parking use shall terminate, without further action of Lessor or Lessee, concurrently with expiration of the Term, as applicable, or the earlier termination of this Lease.

#### 12. INDEMNITY

12.1 <u>Lessee's Indemnity of Lessor</u>. To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor and its Board of Education, individual members of the Board of Education, officers, directors, employees, agents and representatives (collectively "the Lessor Indemnified Parties") from any and all third-party claims, actions, demands, losses, responsibilities or liabilities (except to the extent of the Lessor Indemnified Parties' negligence, the negligence of other tenants or

licensees of the Lessor Indemnified Parties, or arising from a default by the Lessor under this Lease) for: (i) injury or death of Lessee's employees; (ii) injury or death of persons; (iii) damage, loss or destruction of property; (iv) other costs, losses or charges arising out of or attributable, in whole or in part, to the negligent, willful acts and/or other conduct of Lessee, or its employees, agents and representatives; or (v) any breach or default in the performance of any obligation to be performed by Lessee under this Lease. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Lessor Indemnified Parties and shall survive the termination of this Lease or expiration of the Term until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

12.2 <u>Lessor's Indemnity of Lessee</u>. To the fullest extent permitted by law, Lessor shall indemnify, defend and hold harmless Lessor and its Board of Trustee, individual members of the Board of Trustees, officers, directors, employees, agents and representatives (collectively "the Lessee Indemnified Parties") from any and all thirdparty claims, actions, demands, losses, responsibilities or liabilities (except to the extent of the Lessee Indemnified Parties' negligence, the negligence of other tenants or licensees of the Lessee Indemnified Parties, or arising from a default by the Lessee under this Lease) for: (i) injury or death of Lessee's employees; (ii) injury or death of persons; (iii) damage, loss or destruction of property; (iv) other costs, losses or charges arising out of or attributable, in whole or in part, to the negligent, willful acts and/or other conduct of Lessor, or its employees, agents and representatives; or (v) any breach or default in the performance of any obligation to be performed by Lessor under this Lease. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Lessee Indemnified Parties and shall survive the termination of this Lease or expiration of the Term or Renewal Term, as applicable, until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

## 13. INSURANCE REQUIREMENTS

13.1 <u>Lessee Insurance</u>. Lessee shall at its own expense maintain, with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of Lessor, the following insurance coverages at all times during the Term of this Lease, hereof. Lessee shall furnish Lessor with the original certificates and amendatory endorsements effecting coverage required. Lessee shall be deemed to have complied with the foregoing obligations by self-insuring against such risks or obtaining such policy of insurance through a Joint Powers Authority

Lessee Comprehensive General Liability Insurance. Lessee shall obtain and maintain comprehensive general liability insurance, with coverages to include, but not be limited to, premises liability, personal injuries, death of persons, product liability, property damage and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate. Comprehensive general liability and automobile liability policies shall provide an endorsement naming the Lessor, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance of self-insurance maintained by the Lessor and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Lessee's insurance.

- 13.1.1 <u>Lessee Comprehensive Automobile Liability Insurance</u>. Lessee shall obtain and maintain a comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used by Lessee in its use of the Premises under this Lease, with a combined single limit of not less than \$1,000,000 per occurrence.
- 13.1.2 <u>Lessee Workers Compensation/Employers Liability Insurance</u>. Lessee shall obtain and maintain workers' compensation insurance with coverage amounts in accordance with applicable law. As an additional endorsement under Lessee's workers' compensation insurance or as a separate policy of insurance, Lessee shall maintain Employers Liability insurance with coverage amount of at least One Million Dollars (\$1,000,000).
- 13.2 The insurance carrier, deductibles and/or self-insured retentions shall be approved by Lessor, which approval shall not be unreasonably withheld. Prior to the Lessee's occupancy of the Premises, Lessee shall deliver to Lessor a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
  - 13.2.1 Not be canceled or altered without thirty (30) days' prior written notice to Lessor;
  - 13.2.2 State the coverage is primary and any coverage by Lessor is in excess thereto;
  - 13.2.3 Contain a cross liability endorsement; and
- 13.2.4 Include a separate endorsement naming Lessor as an additional insured. At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Lessee shall deliver to Lessor a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.
- 13.3 <u>Lessor Insurance</u>. Lessor shall obtain and maintain fire and property damage insurance insuring the Property, the Premises and the Lessor's Equipment against loss caused by fire and other risks, including steam boiler insurance, if applicable, vandalism, windstorm, sprinkler leakage and malicious mischief, insuring the structures and improvements for not less than 90% or the full replacement cost of the insurable value. Lessor acknowledges and agrees that it alone assumes fully liability and responsibility to maintain fire and property damage insurance insuring the Property, and Lessee shall have no liability to Lessee for any damage to or loss of Lessee's real property, regardless of the cause of such damage or loss.
- 13.4 Lessor shall be deemed to have complied with the foregoing obligations by self-insuring against such risks or obtaining such policy of insurance through a Joint Powers Authority.
  - 13.4.1 No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for

the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to Lessor due to equipment and/or activities of Lessee shall be charged to Lessee.

13.5 Lessee's Property Insurance. Lessee shall obtain and maintain fire and property damage insurance insuring Lessee's personal property and equipment located on the Premises against loss caused by fire and other risks, vandalism, windstorm, sprinkler leakage and malicious mischief. Lessee acknowledges and agrees that it alone assumes fully liability and responsibility for its personal property and Lessor shall have no liability to Lessee for any damage to or loss of Lessee's personal property and equipment, regardless of the cause of such damage or loss.

## 14. DAMAGE TO OR DESTRUCTION OF PREMISES.

- 14.1 <u>Lessor Completion of Repairs After Damage or Destruction</u>. In the event of damage to or destruction of Premises caused by fire or other casualty without fault or neglect of Lessee, its employees, agents, representatives or invitees, or of the entrances and other common facilities necessary to provide normal access to the Premises or its equipment which portions and equipment are necessary to provide services to the Premises in accordance herewith, Lessor shall undertake to make repairs and restorations as hereinafter provided, within thirty (30) days after such damage, unless this Lease be terminated by Lessee as stated herein.
- 14.2 <u>Lessee Right to Terminate Lease</u>. If the damage is of such nature or extent, in Lessor's reasonable judgment, that more than one-hundred twenty (120) consecutive days, after commencement of the work, would be required (without premium incurring costs for acceleration or overtime work) to repair and restore the part of the Premises damaged or if Lessor's insurance proceeds are insufficient to restore the Premises, Lessor shall so advise Lessee promptly, and for a period of twenty (20) days thereafter, Lessee shall have the right to terminate this Lease by notice to Lessor, as of the date specified in such notice, which termination date shall be no later than thirty (30) days after the giving of such notice. In addition, in the event of damage by fire or other casualty without fault or neglect of Lessee or its employees, agents, representatives or invitees, Lessee may terminate this Lease upon thirty (30) days written notice to Lessor if Lessor has not completed or cannot complete, or cannot reasonably be expected to complete the making of the required repairs and restorations within four (4) months from the date of such damage or destruction. If any such damage or destruction shall occur during the last year of the Term of this Lease, Lessee may terminate this Lease upon thirty (30) days written notice to Lessor within sixty (60) days after such damage or destruction.
- 14.3 <u>Abatement of Rent</u>. In the case of damage to the Premises which is of a nature or extent that Lessee's continued occupancy is substantially impaired, the Quarterly Rent otherwise payable by Lessee hereunder shall be equitably abated or adjusted for the duration of such impairment.
- 14.4 <u>Repair/Restoration Costs</u>. If Lessor elects to repair and restore, Lessor shall restore the Premises to substantially its condition prior to the occurrence of the damage, provided that Lessor shall not be obligated to repair or restore any alterations, additions, fixtures, equipment or improvements which have been installed by Lessee (whether or not Lessee has the right or the obligation to remove the same or is required to leave the same on the

Premises as of the expiration or earlier termination of this Lease) unless Lessee, in a manner satisfactory to Lessor, assures payment in full of all costs as may be incurred by Lessor in connection therewith. If there be any such alterations, fixtures, additions, equipment or improvements installed by Lessee and Lessee does not assure or agree to assure payment of all cost of restoration or repair as aforesaid, Lessor shall have the right to determine the manner in which the Premises shall be restored so as to be substantially as the Premises existed prior to the damage occurring of this Lease, as if such alterations, additions, fixtures, equipment or improvements installed by Lessee had not then been made or installed.

## 15. LESSEE COMPLIANCE WITH ALL LAWS

- 15.1 Lessee shall at Lessee's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises and Lessee's use thereof, and shall faithfully observe in Lessee's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Lessee's use of the Premises), and all Lessor policies, rules and regulations ("Environmental Laws").
- 15.2 <u>Violation</u>. The judgment of a court of competent jurisdiction shall be considered conclusive evidence of that fact as between Lessor and Lessee. If Lessee fails to comply with any law, regulation or ordinance, Lessor reserves the right to take necessary remedial measures at Lessee's expense, for which Lessee agrees to reimburse Lessor on demand.
- 15.3 <u>Hazardous Materials</u>. Lessee shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Lessee or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Lessee shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seg. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 15.3.1 <u>Hazardous Materials Report</u>. Lessor shall provide to Lessee within 10 days of execution of this agreement the property's most recent Hazardous Materials Report.
- 15.3.2 Notice of Hazardous Substance. Lessee will promptly notify Lessor in writing if Lessee has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws, whether the source of the Hazardous Substance originates from Lessor's or Lessee's use of the Premises. Lessee shall promptly provide copies to Lessor of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Lessee shall promptly supply Lessor with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Lessee shall promptly notify Lessor of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 15.3.3 <u>Inspection</u>. Lessor and Lessor's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by Lessor, may (but without the obligation or duty to do so), at any time and from time to time, on not less than ten (10) business days' notice to Lessee (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as Lessor and Lessee may agree.
- 15.4 <u>Indemnification</u>. Lessee's indemnification and defense obligations in this Lease shall include any and all Claims arising from any breach of Lessee's covenants under this Section.

## 16. **DEFAULT**

- 16.1 <u>Lessee Defaults.</u> Lessee shall be in default of its obligations under this Lease if any of the following events occur (collectively referred to as "Lessee Defaults"):
  - 16.1.1 Lessee shall have failed to pay Rent when due and such failure persists for a period of ten (10) days after written notice by Lessor to Lessee; or
  - 16.1.2 Lessee shall have failed to perform any term, covenant or condition of this Lease except those requiring the payment of Rent, and Lessee shall have failed to cure such breach within thirty (30) days after written notice from Lessor specifying the nature of such breach. In the event the act required

to cure the non-performance cannot be accomplished within said period, to preclude a default, Lessee must commence the accomplishment of the necessary act within said period and thereafter proceed with diligence and good faith to accomplish the same; or

- 16.1.3 Lessee shall have abandoned the Premises for a period of fifteen (15) consecutive days (without the payment of fees), it being agreed that the fact that any of Lessee's property remains in the Premises shall not be evidence that Lessee has not vacated or abandoned the Premises; provided, however, any normal holidays or holiday periods or vacation days shall not constitute abandonment of the Premises. or
- 16.1.4 The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee or any guarantor of the Lease of a petition to have Lessee or any guarantor of the Lease adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee or any guarantor of the Lease, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Lessee's assets located at the Premises, or of Lessee's interest in the Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in the Lease, where such seizure is not discharged within thirty (30) days; or
- 16.1.5 The making or furnishing by Lessee of any warranty, representation or statement to Lessor by Lessee's authorized representative in connection with the Lease, or any other agreement to which Lessee and Lessor are parties, which is false or misleading in any material respect when made or furnished; or
- 16.1.6 The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Lessee, Lessor shall have the right, in addition to all other rights available to Lessor under the Lease or now or later permitted by law or equity, to terminate the Lease by providing Lessee with a notice of termination. Upon termination of the Lease, Lessor may recover from Lessee the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Lessee shall immediately vacate the Premises as set forth herein.

16.2 <u>Lessor Defaults</u>. Lessor shall be in default under this Lease if Lessor fails to perform obligations required by Lessor within thirty (30) days after written notice by Lessor specifying what obligations Lessor has failed to perform. If the nature of Lessor's failure to perform is such that more than thirty (30) days is required for performance, Lessor shall not be in default if during said time period Lessor commences performance and thereafter diligently prosecutes the same to completion.

## 17. TERMINATION; HOLD-OVER

## 17.1 <u>Termination for Convenience</u>.

- 17.1.1 Lessor may terminate this Lease for convenience by written notification one hundred twenty (120) days prior to the effective date of the termination; provided, however, such termination for convenience shall not occur while any school semester is in progress.
- 17.1.2 Lessee may terminate this Lease for convenience by written notification one hundred twenty (120) days prior to the effective date of the termination. Lessee acknowledges that this one hundred twenty (120) day notice period is acceptable so that Lessor can attempt to find another tenant.
- 17.1.3 Neither Party shall be required to provide just cause for termination in the written notification.
- 17.2 <u>Termination for Cause</u>. Either Party may terminate this Lease for cause subject to the Notice of Default and cure periods set forth above. Cause shall include, without limitation:
  - 17.2.1 Material violation or default of this Lease by Lessee or Lessor; or
  - 17.2.2 Any act by Lessee exposing Lessor to liability to others for personal injury or property damage; or
  - 17.2.3 Lessee is adjudged a bankrupt, Lessee makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Lessee's insolvency.
  - 17.2.4 If Lessor terminates for cause, Lessee's rights in the Premises shall terminate upon on the thirty-first (31st) day following Lessee's receipt of notice of termination from Lessor. Upon receipt of Lessor's notice of termination, Lessee shall surrender and vacate the Premises in the condition required under this Lease, and Lessor may re-enter and take possession of the Premises and all the remaining improvements or property and eject Lessee or any of Lessee's subtenants, assignees, or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Lessee from the payment of any sum then due Lessor or from any claim for damages or rent previously accrued or then accruing against Lessee.
- 17.3 The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Lessor and/or Lessee.
- 17.4 Upon termination of this Lease, Lessee shall be responsible to restore the Premises to its condition prior to the commencement of this Lease with no damage thereto, reasonable wear and tear excepted.

17.5 <u>Holding Over</u>. At the expiration of the Term or any earlier termination of this Lease, Lessee agrees to quit and surrender the Premises to Lessor, and at Lessee's expense promptly remove all Lessee's property therefrom and leave the Premises in as good condition, order and repair as when Lessee took possession thereof, ordinary wear and tear excepted. If Lessee holds-over after expiration of the Term such tenancy shall be at sufferance only and shall not be deemed a renewal or extension of the Term. In such event, Monthly Rent shall be an amount equal to one hundred twenty percent (120%) of the Monthly Rent due upon expiration of the Term. No payment of money by Lessee after the termination of the Agreement, or after the giving of notice of termination by the District to the Lessee, shall reinstate, continue, or extend the Term.

## 18. <u>INSPECTION</u>

Lessor shall have the right, upon forty-eight (48) hours' prior written notice to Lessee, to enter the Premises, or any part hereof, at all reasonable times and/or during business hours for the purpose of inspecting the same or for any other lawful purpose ("Inspection"); or to perform deferred maintenance in or on the Premises in a manner so as not to disrupt Lessee's use of the Premises; provided, however, that in an emergency situation, no prior notice shall be required.

## 19. ASSIGNMENT AND SUBLETTING

- 19.1 <u>Lessor Consent Required</u>. Lessee shall not sell, encumber, transfer, assign, mortgage, pledge or hypothecate (collectively referred to as "assignment") and shall not sublet the Premises or any portion thereof without the prior written consent and approval of Lessor which shall not be unreasonably withheld or conditioned. Lessee's actual or purported assignment of this Lease or sublet of the Premises without the prior consent and approval of Lessor shall be deemed Lessee's default under this Lease.
- 19.2 <u>Lessee Request to Assign/Sublet</u>. If Lessee desires to assign this Lease or sublet any portion of the Premises, Lessee shall submit a written request to Lessor not more than one-hundred eighty (180) days and not less than sixty (60) days prior to the proposed effective date of the assignment/sublet setting forth: (i) the name of the proposed assignee/sub-tenant; (ii) the nature of the business to be conducted in the Premises by the proposed assignee/sub-tenant; (iii) description of the proposed terms and conditions of the proposed assignment/sublet; and (iv) financial information of the proposed assignee/sub-tenant, including without limitation, current financial statements. Each request shall be accompanied by Lessee's payment to Lessor of one thousand dollars (\$1,000) to cover Lessor's fees, costs and expenses to review and respond to Lessee's request to assign/sublet.
- 19.3 Approval/Disapproval Standards. The following are agreed upon by Lessee and Lessor as reasonable basis for Lessor's rejection of a request to assign/sublet: (i) Lessee's failure to comply with the provisions hereof relating to the process for Lessor consent to assign/sublet; (ii) the proposed assignee/sub-tenant does not possess, in the sole reasonable judgment of Lessor, sufficient financial capacity to timely and completely satisfy obligations under the Lease; (iii) use of the Premises by the proposed assignee/sub-tenant is not identical to that set forth in the Lease; (iv) use of the Premises by the proposed assignee/sub-tenant will violate any law, ordinance, regulation or rule; or (v) Lessee is then in default of its obligations under the Lease.

19.4 No Release of Lessee. No consent of Lessor to an assignment of the Lease or sublet of any portion of the Premises shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether such performance is to occur prior to or after consent of Lessor to a proposed assignment/sublet. Lessor's acceptance of Rent from any person or entity other than Lessee shall not be deemed Lessor's waiver of any provision of this Lease, consent to any subsequent assignment/sublet or release Lessee from any obligation of Lessee under this Lease. Each assignee or sub-tenant of Lessee shall assume the obligations of Lessee under this Lease and shall be jointly and severally liable with Lessee for the payment of Rent and performance of Lessee's obligations under this Lease.

## 20. <u>FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION.</u>

If applicable and/or requested by Lessor, Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code § 1500 et seq.). In the event the Section applies to Lessee, Lessee shall promptly provide written verification of compliance with the fingerprinting and criminal background investigation requirements to Lessor prior to Lessee taking possession of the Premises.

## 21. MISCELLANEOUS

- 21.1 <u>Successors</u>. This Lease and the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Lessee and Lessor.
- 21.2 <u>Notices</u>. Any notice required or desired to be given under this Lease shall be deemed given if in writing sent by United States Mail, Certified, Return Receipt Requested with postage fully prepaid to the addresses of the Parties to this Lease as follows:

#### Lessor:

Santa Ana Unified School District Attn: Deputy Superintendent, Administrative Services 1601 E Chestnut Ave. Santa Ana, California 92701

### Lessee:

Rancho Santiago Community College District Attn: Vice Chancellor, Business Operations and Fiscal Services 2323 N. Broadway Santa Ana, California 92706-1640

21.3 <u>Civic Center Designation</u>. Lessor and Lessee agree that no portion of the Premises leased by Lessee pursuant to this Agreement shall be subject to Civic Center Designation pursuant to Education Code Sections 82537and 82542.

- 21.4 <u>Captions and Titles</u>. Captions and titles used in this Lease are for convenience only and are not intended to be used in the construction or in the interpretation of this Lease.
- 21.5 <u>Invalid Provisions</u>. In the event any provision of this Lease is deemed void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed herefrom without affecting enforcement or validity of remaining provisions hereof, which shall continue in full force and effect.
- 21.6 Governing Law; Interpretation. This Lease shall be interpreted and governed by the laws of the State of California. This Lease shall be interpreted as a whole, in accordance with its fair meaning and not strictly for or against Lessee or Lessor. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Lease shall be maintained in the Orange County.
- 21.7 Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of the Lease, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. If both Parties are entitled to recover under their respective suits or cross-suits, neither party shall be deemed a "prevailing party" and each Party shall bear its own attorneys' fees and costs. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
- 21.8 <u>Waiver</u>. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 21.9 Authority to Execute. Each individual executing this Lease on behalf of Lessee and Lessor represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of Lessee or Lessor, as applicable, and to bind Lessor and Lessee to the terms hereof. Lessor and Lessee represent and warrant to the other that this Lease has been duly and properly approved by their respective boards following a properly noticed and conducted hearing or meeting.
- 21.10 <u>Counterparts</u>. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.
- 21.11 Entire Agreement. This Lease and Exhibits "A" (Property Site Plan) "B" (Equipment Identification) and "C" (Parking Rules and Regulations) hereto, which are incorporated herein by reference, contains the entire understanding of Lessee and Lessor concerning the subject matter hereof. This Lease may be amended only by written instrument duly executed by Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the day and year first above written.

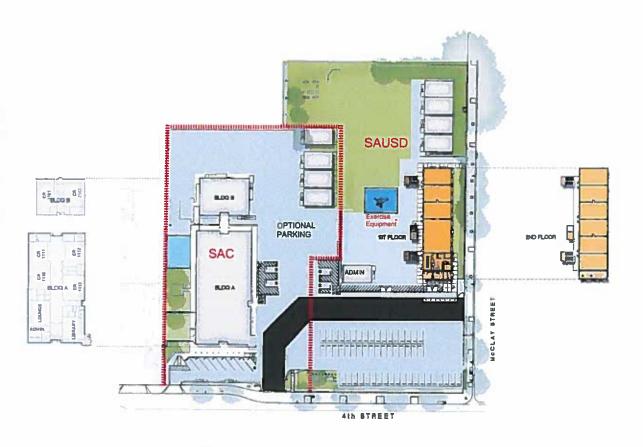
# LESSEE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## LESSOR SANTA ANA UNIFIED SCHOOL DISTRICT

Date:, 20	Date:, 20
Ву:	By:
Peter J. Hardash	Dr. Edmond Heatley
Its: Vice Chancellor, Business Operations	Its: Deputy Superintendent, Administrative
and Fiscal Services	Services

## EXHIBIT "A" (PROPERTY SITE PLAN)

[INSERT DESCRIPTION OF PREMISES AND
ATTACH SITE MAP OR AERIAL OR DRAWINGS AND
SPECIFICALLY INDICATE PORTION OF SITE THAT IS PART OF "PREMISES" UNDER
THE LEASE INCLUDING DESIGNATED PARKING AREA]



Scale:1"=60"-0" february, 2016



ERP PORTABLE CLASSROOMS REPLACEMENT - SITE PLAN



Scale:1"#60"+0" February, 2016



ERP PORTABLE CLASSROOMS REPLACEMENT - SITE PLAN

# EXHIBIT "B" (EQUIPMENT IDENTIFICATION)

# EXHIBIT "C" (PARKING RULES AND REGULATIONS)



## Santa Ana Unified School District

**BOARD POLICY NO. 7400** 

SUBJECT: PARKING

CATEGRY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

Effective: 9/2011

Revised: 10/2016

#### SCOPE:

The Superintendent or designee shall develop and maintain supplemental standards to those required by Federal or State law as to school parking facilities and drop-off procedures to ensure the safety of the students, staff, and the public. District schools are required to employ the district standards, where practicable and adequate site area exists. District parking and student drop-off regulations shall apply to all staff, student, and visitor motor vehicles and bicycles on District property.

#### POLICY:

#### **Designated Parking**

Parking spaces will be marked for the disabled, designated staff, and visitors. Reservation of parking spaces for additional purposes, including other school officials, will be reviewed by the Superintendent, or designee, for approval. Approval of reserved spaces will be based on the amount of available parking and path of travel considerations from the parking lot to the main entrance of the school or facility.

#### **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

**District Policies and Procedures:** Administrative Regulation 7400 (b)

Legal Reference:

**Education Code** Parking

Adopted: (9-11 10-16) Santa Ana, CA

1 BP 7400

## 1325 E. Fourth Street, Santa Ana Monthly Rental Costs

Custodial Support	\$7,838.00
Maintenance Support	\$4,044.00
Facilities Use / Civic Center Coordination, Deparmental and District Overhead Factor	\$2,942.00
Supplies / Lamps / Paper Goods	\$693.00
Monthly Supplies Costs:	\$15,517.00

## AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Approval of the District's Response to the Grand Jury Report

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

#### **BACKGROUND INFORMATION:**

On June 30, 2016, the Orange County Grand Jury issued a report "Dealing with Asbestos in Orange County Public Schools" (Report). SAUSD was directed by the Grand Jury to review and provide a response to the Grand Jury report. A District response was provided to the Board and Superintendent. The District response agreed with some of the Grand Jury findings, as well as tempered some of its recommendations which would be onerous, or too costly for the District to implement, and said response was provided to the Grand Jury on September 22, 2016.

## **RATIONALE:**

#### ITEM SUMMARY:

- Grand Jury conducted inquiry into asbestos in Orange County schools.
- District supplied a response to the report as requested.
- Penal Code 933 (c) requires that the District's response be Board approved.
- District response is provided for Board consideration.

The Grand Jury has reviewed SAUSD's response and asked that the District response be approved by the Governing Board, as per Penal Code Section 933 (c). A copy of the District's is provided for the Board's review. Therefore, in accordance with the Penal Code section cited, and the Grand Jury's request, staff requests the Board consider approval the District response to the Grand Jury Report "Dealing with Asbestos in Orange County Public Schools."

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

#### **FUNDING:**

No fiscal impact to the District.

#### **RECOMMENDATION:**

Approve the District's response to the Grand Jury Report.

OW:rb



## ORANGE COUNTY GRAND JURY

700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320 www.ocgrandjury.org • FAX 714/834-5555

December 23, 2016

Orin Williams, Assistant Superintendent Facilities and Government Relations Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701-6322

Dear Mr. Williams:

We are writing to inform you that in reviewing your District's response to the 2015-2016 Orange County Grand Jury Report issued June 30, 2016 and entitled "Dealing with Asbestos in Orange County Public Schools", there is a question as to whether it constitutes the response due from your governing body.

The Grand Jury would therefore like to note that pursuant to Penal Code Section 933 (c), enclosed, the deadline for a response to Grand Jury by the governing body of any public agency is 90 days. The governing bodies include those of cities, JPAs, OCTA, K12 schools/community colleges, districts, etc., in the county. Please note that the requirement of elected officials to respond in 60 days only relates to County officials. The School Board, as the governing body of your district, was due to respond by 90 days from the issue date of this report.

The response the Grand Jury received from your District does not indicate whether it is a combined response from the Board and the Superintendent that was approved by your Board or if it is the "requested" response from your District Superintendent only. Therefore, please confirm that your previously submitted response is your Board's approved response as the governing board of your district.

Your organization's response will be included in the official response record for this report. We look forward to working with you and your staff. Please feel free to contact me at (714) 834-3320 or grandjurysupport@occourts.org if you have any questions.

Respectfully,

Carrie L. Carmody, Ph.D.
Foreperson
2016-2017 Orange County Grand Jun

2016-2017 Orange County Grand Jury

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## California Penal Code Section 933

933 (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

- 933.05. (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury <u>recommendation</u>, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

Stefanie P. Phillips, Ed.D. Superintendent of Schools

**September 22, 2016** 

The Honorable Charles Margines Presiding Judge **Orange County Superior Court** 700 Civic Center Drive West Santa Ana, CA 92701

> Santa Ana Unified School District's Response to 2015-2016 Grand Jury Report, Re:

"Dealing with Asbestos in Orange County Public Schools"

Dear Judge Margines:

In accordance with California Penal Code section 933 and 933.05, this correspondence serves as the response of the Santa Ana Unified School District ("District") to the 2015-2016 Grand Jury Report, "Dealing with Asbestos in Orange County Public Schools" ("Report"). Specifically, this correspondence responds to Findings F.1 - F.12 as well as Recommendations R.1 - R.20 of the Report.

## **DISTRICT'S RESPONSE TO GRAND JURY'S FINDINGS**

F1. All but one of Orange County's twenty-eight school districts have (encapsulated) asbestos present at one or more its schools.

**Response:** The District agrees with this finding only as it relates to the District. Over the years, the District has maintained AHERA reports relating to the condition and removal of asbestos at its Facilities, Building Services office and at individual school sites.

F2. Although current EPA standards provide that encapsulated asbestos does not present an immediate hazard to people who come near it, any physical disturbance and/or weathering which damages that encapsulation and releases asbestos fibers into the air will present an immediate hazard to anyone exposed to those fibers. Hence, broad-based awareness of where encapsulated asbestos is located is essential to avoid disturbing it such that it does become a threat to students and staff.

Response: The District disagrees wholly with this finding. Pursuant to AHERA regulations, the District is required to maintain records of where encapsulated asbestos is located. As required by law, these records are available for public review at the District's Facilities, Maintenance & Operations office and at individual school sites. The District's facilities, maintenance and construction personnel are

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5359

## BOARD OF EDUCATION

familiar with the contents of the AHERA reports and the location of where encapsulated asbestos is located.

F3. Many school districts are not in full compliance with the AHERA regulatory requirement to have applicable AHERA reports available in the main offices of each school for public review.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on the availability of applicable AHERA reports at other school districts within Orange County. The District is in compliance with AHERA requirements and provides copies of AHERA reports for public review at its Facilities, Building Services office, and at individual school sites.

F4. Many school districts are not in full compliance with the AHERA regulatory requirement to identify at each school in their district a "Designated Person" and to train each Designated Person to EPA-defined standards.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on whether other school districts within Orange County have identified and trained a "Designated Person". The District has designated and trained a "Designated Person" who is responsible for asbestos-related activities at the District's campuses. Please note that the AHERA regulations do not require a Designated Person at each school within the District, which this finding suggests.

F5. Although nearly all school districts train their facilities and maintenance staff on hazardous materials management, many fail to provide hazardous materials training to their teaching and administrative staff.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on whether other school districts within Orange County train their teaching and administrative staff on hazardous materials management. The AHERA regulations do not require that teaching and administrative staff be provided with hazardous materials training, therefore, the basis for this finding goes beyond current statutory requirements.

F6. Orange County public schools are subject to very infrequent EPA inspections for AHERA compliance.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on the frequency at which other school districts within Orange County are inspected by the EPA for AHERA compliance. The District does not control the frequency at which EPA inspections are conducted nor can the District make an assessment as to whether the inspections occur "infrequently" as that term is vague and ambiguous.

F7. Inadequately managed construction efforts at more than one Orange County public school have led to expensive and disruptive hazardous materials events. Many Orange County school districts lack one or more documented requirements for contracting for construction that implement generally recognized best practices for dealing with hazardous materials. Such written best practices include:

Performing all work at schools that deals with, or potentially deals with, hazardous materials at times when students and staff are not present,

Controlling the scope of construction/modernization/major repairs undertaken in any one year to remain within the district's ability to manage the efforts,

Separately contracting for hazardous materials inspection, abatement, and construction work once hazardous materials are abated,

Including clear schedule performance requirements in every contract,

Defining intermediate schedule milestones for all construction-related work that is expected to take over one month to complete, and

Requiring monitoring by district senior staff of progress on construction work via personal walkthroughs of the work in progress.

Response: The District disagrees wholly with this finding. The District utilizes generally recognized best practices in District construction projects when addressing hazardous materials, as applicable to each specific project. However, because every construction project is unique, the District must have the flexibility to execute its projects without a rigid set of abstract requirements that may be inapplicable to certain projects. In all cases, the District manages its construction projects involving hazardous materials in accordance with state and federal law.

F8. Many school districts with public charter schools approved and financed by their district, lack, and have not provided their charter schools with, written definitions of the respective roles and responsibilities of the district and the charter school in dealing with hazardous materials and with AHERA regulatory compliance.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on whether other school districts within Orange County have provided their charter schools with written definitions of the respective roles and responsibilities of the district and the charter school in dealing with hazardous materials and with AHERA regulatory compliance. Under current state law, an independently run charter school is responsible for managing its facilities and for compliance with AHERA regulations. In the case where the charter school leases or utilizes District facilities, the District provides the charter school with all AHERA information and reports. However, the District is not required to oversee the management of a charter school's day-to-day operations. Therefore, the basis for this finding goes beyond current statutory requirements.

F9. Many school districts rely on paper documents for recording key information such as facilities data, facilities construction and repair plans, and AHERA reports.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on whether other school districts within Orange County rely on paper documents for recording key information such as facilities data, facilities construction and repair plans, and AHERA reports. The District keeps written records of its facilities data, facilities construction and repair plans, and AHERA reports which are generally available to the public pursuant to AHERA requirements. Current state and federal law does not require that the District record facilities data, facilities construction and repair plans, and AHERA reports electronically. Therefore, the basis for this finding goes beyond current statutory requirements.

F10. Some school districts have no documented facilities plans, and many districts that have plans lack key information in their plans such as estimated costs, funding sources, and schedules for work initiation and completion.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on whether other school districts within Orange County have a documented facilities plan. The District is in the process of preparing/updating its master plan or updating a master plan. Where applicable and appropriate, the District's master plan plan shall contain estimated costs, funding sources, and schedules for work initiation and completion.

F11. Many school districts fail to post key safety-related information on their web sites such as upcoming activities at school facilities involving the abatement of hazardous materials.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on whether other school districts within Orange County fail to post key safety-related information on their web sites such as upcoming activities at school facilities involving the abatement of hazardous materials. Whenever the District undertakes any project that involves the abatement of hazardous materials, the District takes all necessary steps to ensure the safety of students and staff members. If the specific project requires that safety-related information be relayed to students and staff members, the District takes all reasonable steps to ensure that such information reaches students and staff members, including the posting of warning signs to separate students and staff from the abatement, if applicable. In most cases, any work involving the abatement of hazardous materials is performed in completely separate buildings that are unoccupied. Notwithstanding the above, current law does not require that the District post safety-related information on its web site. Therefore, the basis for this finding goes beyond current statutory requirements.

F12. Despite the fact that all Orange County school districts serve highly language-diverse communities, several districts have no provision for communicating with their community in any language other than English.

Response: The District disagrees wholly with this finding only as it relates to the District. The District is not in a position to comment on whether other school districts within Orange County have a provision for communicating with their community in any language other than English. The District communicates with its community in the most efficient, economical and appropriate manner possible and in compliance with all applicable laws.

## DISTRICT'S RESPONSE TO GRAND JURY'S RECOMMENDATIONS

R1. Each school district should request the Orange County Department of Education to devote, in the year following publication of this Grand Jury report, one or more of its monthly "all districts" meetings to discussion and advice on handling hazardous materials. Representatives from each school district should participate in these meetings, and discussions should cover, AHERA compliance, resources available for in-depth AHERA training, and contract management. (F1, F2, F3, F4, F5, F6, F7, F8)

Response: This recommendation has not yet been implemented but the District will request that the Orange County Department of Education devote, in the year following publication of this Grand Jury report, one or more of its monthly "all districts" meetings to discussion and advice on handling hazardous materials. If the Orange County Department of Education elects to comply with this request, to the extent possible, the District will have at least one representative participate in such meetings.

R2. Each school district should within nine months of the publication of this Grand Jury report develop and document a communications plan for parents and other stakeholders and post the plan on its web site. The plan should identify what information will be provided and by what means this communication will be accomplished. The plan should address how issues relating to hazardous materials will be communicated, and in what languages, to ensure effective communication. (F10, F11, F12)

Response: This recommendation will not be implemented because it is not warranted or reasonable for the reasons discussed below. This recommendation would require that the District develop a communication plan to address how *all* issues relating to hazardous materials will be communicated to parents and other stakeholders, irrespective of whether students, parents and other stakeholders will be exposed to the hazardous materials or if the hazardous materials even pose any safety risk. Therefore, this recommendation will not be implemented because it places an unreasonable burden on the District to develop an overly broad communication plan that could potentially raise concerns and safety issues where none exist.

R3. Each school district should within nine months of the publication of this Grand Jury report create and have a process in place to use and keep up-to-date their web site communications with parents and stakeholders of that district. (F9, F10, F11)

Response: This recommendation will not be implemented because it is not warranted or reasonable and vague as to the types of communications that are being referenced. As appropriate, necessary and applicable, the District updates its website communications with parents and stakeholders. Moreover, the District provides copies of AHERA reports for public review at its Facilities, Building Services office and at individual school sites.

R4. Each school District should within nine months of the publication of this Grand Jury report shall prepare a database listing all district buildings and structures and post that information on its web site. The database should contain the following for each building: date and types of construction, dates and costs of major repairs and modernization, numbers and sizes of classrooms, lists of other facilities including offices, lounges, gyms, cafeterias, laboratories, computers and other data processing equipment, and playground equipment. (F9, F10)

Response: This recommendation will not be implemented because it is not warranted or reasonable for the reasons discussed below. The posting of the above-mentioned information on the District's website poses serious risk of placing District facilities, employees and students at risk. Moreover, at any given time, there are numerous projects and repairs taking place at each school site; therefore, updating the District's website each time such projects and repairs takes place imposes an unreasonable burden on District staff. To the extent applicable, the Division of State Architect ("DSA") website contains information regarding district buildings and structures that were the subject of DSA approval.

R5. Each school district should within nine months of the publication of this Grand Jury report create a comprehensive baseline plan for school facilities construction including new construction, retirement of schools or buildings at schools, modernization, hazardous materials abatement, and major repairs. Each effort should include estimated cost, planned funding source and status, and schedule for start and completion of work. This plan should be updated annually and posted on the district's web site. (F9, F10)

**Response:** This recommendation will not be implemented. The District does not currently have the resources to prepare a comprehensive baseline plan to this extent, but is reviewing funding options which might fund such a request.

R6. Each school district should within nine months of the publication of this Grand Jury report create a plan, identifying funding sources, to remove all asbestos from schools and other facilities in their district within twenty years or sooner and report progress on this plan annually at its board meetings. If the removal of asbestos would include removal of other hazardous materials as part of the same effort, the plan should describe this. (F1, F2, F10)

Response: This recommendation will not be implemented because it is not warranted or reasonable for the reasons discussed below. As this Grand Jury Report notes, current EPA standards provide that encapsulated asbestos does not present an immediate hazard to people who come near it. Although the District recognizes that removal of all asbestos from schools and other facilities should be an eventual goal, the District is faced with budget restraints which require that expenditures be constantly evaluated and prioritized accordingly. The District will make all reasonable efforts to remove all asbestos from its schools and other facilities as soon as possible but cannot commit to a fixed twenty (20) year time line. Please note that AHERA regulations do not require removal of all asbestos.

R7. Each district should within nine months of the publication of this Grand Jury report document and implement requirements to budget for and perform AHERA inspections every three years. (F6)

**Response:** This recommendation has been implemented. The District budgets for, and conducts, an AHERA inspection every three (3) years.

R8. Each district should within nine months of the publication of this Grand Jury report document and implement requirements to make available at the main office of each school in its district the AHERA reports applicable to that school. (F3, F6)

**Response:** This recommendation has been implemented. The District provides copies of AHERA reports for public review at its Facilities, Building Services office, and at individual school sites.

R9. Each district should within nine months of the publication of this Grand Jury report appoint an EPA-defined "Designated Person" at each school, and provide the EPA-required training for those persons. (F4, F6)

Response: This recommendation has been implemented. The District has designated an AHERA "Designated Person" who is responsible for asbestos-related activities.

R10. Each district should within nine months of the publication of this Grand Jury report identify the hazardous materials training requirements for management, facilities (including maintenance contractors if they are used), and administrative personnel, and teaching staff in its district. Each district should maintain records on the training provided, including content, to whom it was provided, when it was provided, who provided it, qualifications of trainer(s). (F5)

Response: This recommendation will not be implemented because it is not warranted or reasonable for the reasons discussed below. The District provides asbestos training to its maintenance and custodial staff, as required under AHERA regulations. However, AHERA does not require that management, administrative personnel, and teaching staff be provided with AHERA training; therefore, the basis for this finding goes beyond current statutory requirements. To the extent that hazardous materials other than asbestos are present at District sites, maintenance and facilities personnel work with Certified Industrial Hygienists to identify, and as appropriate, remove those hazardous materials.

R11. Each district should within nine months of the publication of this Grand Jury report document and implement requirements to schedule and complete any work involving hazardous materials for days when students and staff are not present in the affected areas. (F7)

Response: This recommendation will not be implemented because it is not warranted or reasonable for the reasons discussed below. Although the District makes every effort to schedule any work involving hazardous materials for days when students and staff are not present in the affected areas, it is not always practical or feasible to do so. Student and staff safety is the primary concern for the District and in the event any work involving hazardous materials is conducted where students and staff are present in the affected areas, the District will ensure that no students or staff members are exposed to the hazardous materials.

R12. Each district should within nine months of the publication of this Grand Jury report document and implement requirements for district schools to contract separately for hazardous materials inspections, remediation/abatement of those materials, and the actual construction in areas requiring remediation. (F7)

Response: This recommendation will not be implemented because it is not warranted or reasonable for the reasons discussed below. The District should be able to maintain the flexibility and autonomy to decide how it hires contractors who are performing work relating to remediation of hazardous materials. Moreover, depending on the specific project, in some cases the most practical and cost-effective solution is to have the same qualified entity perform remediation/abatement of the hazardous materials and the actual construction in areas requiring remediation. This protects the District from unforeseen construction delays that may arise from having multiple contractors working together on a site.

R13. Each district should within nine months of the publication of this Grand Jury report document and implement requirements for district schools to include schedule performance requirements in every contract for repairs, modernization, and/or new construction. Intermediate schedule milestones should be defined in every contract for all work anticipated to take longer than one month to complete. (F7)

**Response:** This recommendation has been implemented. Milestone scheduling is a required contractual component of the District's modernization, and/or new construction projects.

R14. Each district should within nine months of the publication of this Grand Jury report document and implement requirements for district schools to monitor contractor schedule performance. Such monitoring should be via personal staff walk-throughs of work in progress. Procedure should require every contractor to report monthly on that contractor's performance in meeting schedule milestones and report on the current estimated date of completion of all work. (F7)

Response: This recommendation has been implemented. District staff as well as expert consultants performs walk-throughs of work in progress on the District's modernization, and/or new construction projects.

R15. Each district with current plans for modernization and/or major repairs to school facilities which lack schedules for completion, which lack cost estimates, and/or which fail to identify funding sources should within nine months of the publication of this Grand Jury report update its plans to include these data. (F10)

Response: This recommendation has been implemented. The District's current master facilities plan contains information about estimated costs, funding sources, and schedules for work initiation and completion.

R16. Each district should within nine months of the publication of this Grand Jury report share all site specific AHERA inspection data with all prospective bidders on repair, modernization, and/or new construction at that site. (F7)

Response: This recommendation has been implemented to the extent that the modernization, and/or new construction project which is the subject of the bid is conducted in an area that contains asbestos or asbestos containing materials.

R17. Each district should within nine months of the publication of this Grand Jury report document and implement requirements to maintain all current AHERA reports electronically with a backup at one remote location, and not rely exclusively on paper copies. (F9, F10)

Response: This recommendation has been implemented. The District provides copies of AHERA reports for public review at its Facilities, Maintenance & Operations office and at individual school sites. The District also maintains an electronic backup copy at the District office.

R18. Each district should within nine months of the publication of this Grand Jury report document and implement requirements to make its AHERA reports available on that district's web site. (F9)

Response: This recommendation will not be implemented because AHERA regulations do not require that the District make its AHERA reports available online. As required by law, the District provides copies of AHERA reports for public review at its Facilities, Maintenance & Operations office and at individual school sites.

R19. Each district should within nine months of the publication of this Grand Jury report prepare written procedures for district charter schools clearly defining roles and responsibilities for facilities maintenance including the handling of hazardous materials. The procedures should address how district charter schools will pay for, achieve, and maintain AHERA compliance (e.g., AHERA inspections, identification and training of AHERA Designated Person(s), and availability of AHERA reports), (F8)

Response: This recommendation will not be implemented because it is not warranted or reasonable for the reasons discussed below. Under current state law, an independently run charter school is responsible for managing its facilities and for compliance with AHERA regulations. In the case where the charter school leases or utilizes District facilities, the District provides the charter school with all AHERA information and reports. However, the District cannot oversee the management of a charter school's day-to-day operations. Therefore, the basis for this finding goes beyond current statutory requirements.

R20. Each district should within nine months of the publication of this Grand Jury report prepare and implement written procedures defining roles and responsibilities for contracting for and monitoring performance of all construction activities at district charter schools. (F8)

Response: This recommendation will not be implemented because it is not warranted or reasonable for the reasons discussed herein. Under current state law, an independently run charter school is responsible for managing its facilities and for compliance with AHERA regulations. In the case where the charter school leases or utilizes District facilities, the District provides the charter school with all AHERA information and reports. However, the District cannot oversee the management of a charter school's day-to-day operations. Therefore, the basis for this finding goes beyond current statutory requirements.

The District thanks the Grand Jury for its service and recommendations. Please contact the undersigned at with any questions.

Respectfully submitted,

Orin Williams

Assistant Superintendent Facilities and Governmental Relations

cc: Orange County Grand Jury

Santa Ana Unified School District Board of Education Stefanie P. Phillips, Ed.D., Superintendent of Schools

# AGENDA ITEM BACK UP SHEET February 15, 2017

## **Board Meeting**

TITLE: Authorization to Award a Contract to First Carbon Solutions for

California Environmental Quality Act Compliance for Relocation of

**Portables** 

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: Jessica Mears, Senior Facilities Planner

## **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to award a contract to First Carbon Solutions (FCS) for California Environmental Quality Act (CEQA) compliance to place portable classrooms to 1325 E. Fourth Street, Santa Ana.

In 2011, the District solicited a Request for Qualifications for CEQA services. Of the 10 applicants, 4 were selected and approved by the Board on July 26, 2011 to be placed

## **ITEM SUMMARY:**

- Award contract to First Carbon Solutions for CEQA compliance.
- CEQA services are required to relocate five portables from McFadden to 1325 E. Fourth Street plus parking area improvements.
- Contract amount: \$47,150

on the District's list of pre-approved CEQA firms. Quotes for this project were requested from two of the pre-approved firms, and FCS submitted the most competitive price.

## **RATIONALE:**

The portable relocation project consists of the site placement of four relocatable classrooms, one relocatable administration building, parking area redesign, and possibly one relocatable restroom building. This project requires CEQA compliance to ensure there is limited impact to the community. Staff recommends award of contract to FCS to prepare the CEQA report for the long-term site improvements.

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

## **FUNDING:**

Redevelopment Fund 25: \$47,150

## **RECOMMENDATION:**

Authorize to award a contract to First Carbon Solutions for California Environmental Quality Act Compliance for the relocation of portables.

## **Independent Consultant Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**FirstCarbon Solutions**, **650 E. Hospitality Lane**, **Suite 125**, **San Bernardino**, **CA 92408**) hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. <u>Services to be provided by CONSULTANT:</u> Preparation of an Initial Study and Mitigated Negative Declaration (IS/MND) and Associated Environmental Documents for the proposed changing of the grade level of an existing school campus, and adding ten (10) classrooms, as detailed in Exhibit A.

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

- 2. <u>Term:</u> CONSULTANT shall commence providing services under this AGREEMENT on 2/16/2017 and will diligently perform as required and complete performance by 8/31/2017.
- 3. <u>Compensation:</u> DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Forty-Seven Thousand One Hundred Fifty Dollars (\$47,150). DISTRICT shall pay CONSULTANT according to the following terms and conditions:

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- 4. <u>Expenses:</u> DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: Reprographics, Postage, Courier Deliveries, Supplies, Reference Materials, etc.
- 5. <u>Independent Consultant:</u> CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all 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. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.
- 6. <u>Materials:</u> CONSULTANT shall furnish, at 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.

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

- 7. <u>Invoices:</u> CONSULTANT will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONSULTANT for approved services as outlined in section 1, *Services to be provided by CONSULTANT* at the cost outlined in section 3, *Compensation*.
- 8. <u>Originality of Services:</u> CONSULTANT 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 CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

- 9. <u>Copyright/Trademark/Patent:</u> CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 10. *Conflict of Interest:* CONSULTANT represents and warrants the following:
- (a) **No Current or Prior Conflict of Interest.** That CONSULTANT has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.
- (b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONSULTANT shall immediately inform the DISTRICT in writing of such conflict.
- (c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONSULTANT's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONSULTANT; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONSULTANT.
- 11. <u>Termination:</u> DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the

CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN** (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of 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 CONSULTANT. 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.

- 12. <u>Hold Harmless:</u> CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the 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 CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.
- 13. <u>Insurance</u>: Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars** (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.
- 14. <u>Assignment:</u> The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
- 15. <u>Compliance With Applicable Laws:</u> The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

- 16. <u>Permits/Licenses:</u> CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 17. <u>Employment With Public Agency:</u> CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
- 18. <u>Entire Agreement/Amendment:</u> This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.
- 19. *Nondiscrimination:* CONSULTANT 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.
- 20. <u>Non Waiver:</u> The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 21. <u>Notice:</u> 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:

CONSULTANT:

Santa Ana Unified School District

1601 E. Chestnut Ave Santa Ana, CA 92701 650 E. Hospitality Lane, Suite 125

San Bernardino, CA 92408

**FirstCarbon Solutions** 

22. 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.

- 23. 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.
- 24. **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.
- 25. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A Scope of Work

## THIS AGREEMENT IS ENTERED INTO THIS $16^{TH}$ DAY OF FEBRUARY, 2017.

DISTRICT:	CONSULTANT:
By: Signature	By: Signature
Tina Douglas Printed Name	Frank Cayle Printed Name
Assistant Superintendent, Business Services Title	Divector
2/15/2017  Board Approval Date	95-3782289  Social Security or Taxpaver Identification

<sup>\*</sup> Risk Manager will review all insurance requirements for the District.

<sup>\*</sup> Criminal Record Check (Fingerprint), may be applicable.

#### Exhibit A

## Scope of Work

## **Task 1: Project Initiation**

FCS will develop an initial data needs list, coordinate with the SAUSD, and mobilize the Project Team. The FCS Project Manager will attend one kickoff meeting with the SAUSD. The purpose of the meeting is to discuss Project plans, identify data requirements, coordinate activities, and ensure that the deliverable schedule is consistent with the overall Project timeline. FCS will also be prepared to discuss key issues of environmental concern related to the Project. As part of this task, FCS will perform a Project site reconnaissance to review site conditions vis-à-vis Project plans.

#### **Assumptions**

FCS assumes that the SAUSD will provide the following information at the kick-off meeting:

- Phase lengths of construction, including any overlapping of phases
- Approximate start of construction and approximate start of operations
- Types and number of construction equipment anticipated
- On-site and off-site soil movement, in cubic yards (if any)
- Sustainability project design features

FCS will prepare a complete Project Description for the SAUSD's review and approval that clearly describes and illustrates the proposed development activity, required discretionary approvals, and other pertinent information. The approved Project Description will form the basis for evaluating the Project in the IS.

#### Task 2: Technical Analysis/Studies

FCS will prepare technical studies/memorandums for the analysis of Air Quality (AQ), GHG, and Noise. Kunzman Associates will prepare the Traffic Impact Assessment for the Project, as described below. FCS will summarize and incorporate all technical studies prepared for the Project into the optional Initial Study/Mitigated Negative Declaration (IS/MND).

#### Task 2.1: Air Quality

The air quality analysis will include an evaluation of short-term (construction) and long-term (operation) impacts. The analysis will be performed consistent with guidance from the South

Coast Air Quality Management District (SCAQMD) and the State CEQA Guidelines. All modeling outputs and assumptions will be provided in an appendix to the section. The analysis requires the following sub-tasks.

#### **Estimate Air Pollutant and Greenhouse Gas Emissions**

Air pollutant emissions associated with construction and operation will be estimated using the California Emissions Estimator Model (CalEEMod) Version 2016.3.1. The pollutants that will be estimated include the following: volatile organic compounds (VOC), oxides of nitrogen (NOx), carbon monoxide (CO), sulfur oxides (SOx), and particulate matter (PM10 and PM2.5). Construction related impacts include equipment exhaust emissions, fugitive dust emissions, and VOC evaporative emissions from paving and architectural coating activities. Operational emissions include mobile-source exhaust emissions from employee vehicles and special education buses, and area- and energy-source emissions from water and space heating and occasional landscape maintenance equipment. FCS will compare the project's short-term construction and long-term operational air quality emissions with SCAQMD's regional thresholds of significance.

For the purposes of emissions modeling, FCS will provide the applicant with a request for information (RFI) detailing all of the construction and operational parameters required. This scope of work assumes that the RFI will be completed by the applicant. When project-specific information is not available, FCS will work with the applicant to develop conservative assumptions. Changes to the project that occur after finalizing the RFI and modeling that require re-modeling will be considered additional work that is not covered by this scope of work.

## Conduct Localized Significance Threshold Analysis for Construction and Operations

SCAQMD recommends that projects less than 5 acres use their localized significance thresholds (LSTs) to evaluate their localized construction and operational air quality emissions. SCAQMD has developed look- up tables for the various source receptor areas (SRA) throughout the South Coast Air Basin. The proposed project is located in SRA 17. FCS will analyze the project's onsite construction emissions described above with applicable LST screening values. Emissions will be first estimated considering an unmitigated scenario. If on-site construction emissions exceed the applicable LSTs, FCS will apply generally accepted mitigation measures to reduce impacts to less-than-significant levels. If after mitigation, the emission impacts still exceed the significance thresholds, FCS will proceed with the air dispersion assessment of the localized construction emissions without mitigation and with mitigation to provide a refined estimate of impacts. However, based on the size and scope of the project, FCS does not anticipate dispersion modeling will be required and that localized construction emissions can be addressed using LSTs. In the case that a full health risk assessment is required, FCS will prepare a separate scope

of work and budget augment.

FCS will evaluate the project's localized operational emissions using SCAQMD's operational LSTs. The results of the modeling described in Task 2.1 will be compared to the SCAQMD's LST for SRA 17 to determine impacts. As with construction, unmitigated operational emissions will first be compared with the applicable LSTs. If the operational emissions result in a significant localized impact, FCS will apply generally accepted mitigation measures to reduce impacts to less-than-significant levels. If after mitigation, the emission impacts still exceed the significance thresholds, FCS will proceed with an air dispersion assessment to provide a refined estimate of impacts under a separate scope of work. FCS does not anticipate that the proposed project would generate localized operational emissions that exceed the applicable LSTS.

#### **Toxic Air Contaminants and Odors**

FCS will qualitatively evaluate the project's construction and operational toxic air contaminant (TAC) and odor emissions using guidance from SCAQMD. Based on the nature of the project (i.e., educational), it is not anticipated the long-term operations would generate substantial TAC or odor emissions and that these impacts would be sufficiently evaluated with a qualitative analysis.

#### Task 2.2: Greenhouse Gas

FCS will quantify the project's construction and operational greenhouse gas (GHG) emissions using CalEEMod Version 2016.3.1. For the purposes of consistency throughout the document, both construction and operational GHG emissions will be modeled using the same assumptions from the RFI described in Task 2.1, above. FCS will amortize construction GHG emissions over the lifetime of the project (i.e., 30 years) and add them to annual operational emissions. The project's annual operational and amortized construction GHG emissions will be compared to the applicable SCAQMD GHG threshold of significance, which for this project would be 3,000 metric tons of carbon dioxide equivalent per year (MT CO2e/yr). Based on the size and nature of the land uses proposed, FCS does not anticipate that the project's GHG emissions will exceed the applicable SCAQMD threshold of significance. In addition, pursuant to the CEQA Appendix G Checklist, FCS will qualitatively evaluate the project's consistency with the City of Santa Ana's Climate Action Plan.

#### Task 2.3: Noise

First Carbon Solutions will prepare a noise impact analysis for the proposed project, in response to the Initial Study Checklist questions. The noise impact assessment will include analysis of

potential short- term construction and long-term operational noise impacts to nearby noise-sensitive receptors.

To evaluate the proposed project's potential noise impacts, the assessment will identify applicable noise regulations and thresholds of significance. The existing noise conditions at the project site will be documented through traffic noise modeling and ambient noise measurements (up to three short-term measurements) to establish the daytime baseline ambient noise environment conditions for comparison to the City's land use compatibility standards. The potential noise and vibration impacts associated with project construction will be quantified, and mitigation measures consistent with best management practices will be included as needed. A quantitative assessment of noise impacts from project-related vehicular trips will be performed based on the level of detail provided in the traffic study that will be prepared for the project. Potential operational noise impacts to sensitive receptors, including impacts from project-related stationary noise sources such as parking lot activities and mechanical system operations, will also be evaluated. Mitigation measures to reduce any potential long-term operational noise impacts will be identified as needed.

This technical analysis for potential noise impacts will be directly incorporated into the IS/MND, with noise monitoring readouts and modeling data being placed in the Appendices. This task does not include the preparation of a separate, standalone noise study.

## Task 2.4: Traffic Impact Assessment

As a subconsultant to FCS, the firm of Kunzman Associates will provide professional services for a Traffic Impact Analysis. The following scope of services is anticipated to be required to prepare the Traffic Impact Analysis for the Project:

#### **Review Site Plan Access Locations and Internal Circulation**

- Obtain the project description and latest project site plan.
- Review project site access locations.
- Assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria.
- Review internal circulation.
- Interface via teleconference with the client/project team (if necessary).
- Make recommendations to the client/project team regarding access and internal

circulation features (if necessary).

## **Determine Scope of Traffic Impact Analysis With Governmental Agency**

- Propose project trip generation rates based upon the Institute of Transportation Engineers, Trip Generation Manual, 9th Edition, 2012.
- Propose project trip distribution and assignment based upon anticipated trip patterns for the proposed development.
- Determine the study area, including intersections to be analyzed.
- Identify other development projects and ambient traffic growth rate to use in the traffic impact analysis.
- Prepare a proposed scoping agreement/memorandum of understanding for the traffic impact analysis, including scenarios and methodology, for governmental agency approval.
- Interact with governmental agency staff and finalize traffic impact analysis scoping agreement/memorandum of understanding as needed.

# Inventory Existing Roadway Conditions and Collect Existing Peak Hour Intersection Turning Movement Volume Data

- Procure weekday morning/evening peak period intersection turning movement counts at up to three (3) study area intersections as necessary.
- Conduct a field inventory of (1) intersection traffic control devices, (2) intersection approach lanes, and (3) roadway segment through travel lanes for the study area.
- Review existing pedestrian, bicycle, and transit facilities in the study area.

## **Determine Existing Plus Project Traffic Volumes**

- Assign project trip generation and project trip distribution.
- Calculate existing plus project peak hour intersection turning movement traffic volumes at study area intersections.
- Calculate existing plus project daily traffic volumes on study area roadway links.

## Determine Cumulative Traffic Volumes for Project Full Occupancy Year, Without Project

- Determine trip generation and trip distribution for other development projects (up to 20 cumulative other development projects as necessary).
- Calculate the background growth component of future traffic volumes.
- Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections without project traffic.
- Calculate cumulative future daily traffic volumes on study area roadway links without project traffic.

#### Determine Cumulative Traffic Volumes for Project Full Occupancy Year, With Project

- Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections with project traffic.
- Calculate cumulative future daily traffic volumes on study area roadway links with project traffic.
- Conduct peak hour evaluations of project entrances, including inbound and outbound queue stacking requirements, and traffic signal warrants.

## **Prepare Traffic Impact Analysis**

- Analyze existing intersection performance based on the Intersection Capacity Utilization methodology.
- Analyze existing plus project traffic volumes to determine intersection operation performance.
- Determine traffic improvements needed to serve the above traffic scenario.
- Analyze cumulative future traffic volumes to determine intersection operation performance without project traffic.
- Determine traffic improvements needed to serve the above traffic scenario without project traffic.
- Analyze cumulative future traffic volumes to determine intersection operation performance with project traffic.
- Determine traffic improvements needed to serve the above traffic scenario with project traffic.

- Review funding sources for study area circulation improvements, including funded improvements.
- Prepare a draft traffic impact analysis that incorporates findings and all supporting calculations and assumptions. The traffic impact analysis will be stamped and signed by a Registered Engineer in the State of California.

#### **Task 3: Environmental Documentation**

FCS has identified the following tasks associated with the preparation of an IS/MND for the Project. FCS anticipates that mitigation will be required to reduce impacts to less than significant levels. FCS does not anticipate any significant and unavoidable impacts that could lead to the preparation of an EIR. Nonetheless, this cannot be determined until the above-described technical studies have been completed.

## Task 3.1: Prepare Administrative Draft IS/MND

In addition to the project-specific technical studies identified above and the information provided to FCS at the Project initiation/kick-off meeting, FCS will assemble all pertinent data provided by the SAUSD as "Lead Agency", and any other responsible agency essential for preparation of the IS/MND, as well as any other appropriate informational documents prepared for projects in the vicinity. The IS/MND must include a detailed Project Description (as outlined within Task 1, above) based on the proposed plans and program information provided by the SAUSD. The Project Description will be used by FCS to determine the potential environmental effects of Project implementation and to identify appropriate mitigation measures, if any are required. FCS will also work with the SAUSD departments to secure appropriate conditions of approval and expeditiously guide the Project through the CEQA process.

- Aesthetics—FCS will evaluate the existing aesthetics, light, and glare conditions within and near the project area and evaluate potential impacts that may occur from the proposed Project. The proposed Project's aesthetic impacts will be evaluated through the use of ground-level photographs and architectural elevations, if available. Visual impacts will be assessed in terms of visibility, alteration of the visual setting, and sensitivity of viewpoints. Potential glare impacts from operation of the proposed project, including scale and illumination in relation to existing development, will also be evaluated. Photo-simulations are not proposed.
- **Agriculture and Forestry Resources**—There are no agriculture or forest resources on the Project site. This issue will be briefly discussed.
- Air Quality/Greenhouse Gases—The results of the FCS-prepared air quality and

greenhouse gas analysis will be summarized in the IS/MND and the output models will be appended to the IS/MND.

- Biological Resources—FCS will utilize information regarding biological resources in the City of Santa Ana General Plan FEIR to document potential impacts. FCS will incorporate this information into the IS/MND.
- **Cultural Resources**—FCS will utilize information regarding cultural resources in the City of Santa Ana General Plan FEIR to document potential impacts. FCS will incorporate this information into the IS/MND.
- Geology and Soils—The Project site contains relatively flat terrain and contains some impervious surfaces. FCS will utilize information regarding geology and soil resources in the City's General Plan FEIR to document potential impacts. FCS will incorporate this information into the IS/MND.
- Hazards and Hazardous Materials—FCS will evaluate the hazards and hazardous material conditions within the Project site, and area based on information in the City's General Plan FEIR. In addition, this section of the IS/MND would evaluate potential impacts associated with routine use and transport of hazardous materials at the site, aviation, emergency response, and wildland fires.
- Hydrology and Water Quality—FCS will evaluate the hydrologic and water quality conditions within the project site, and area based on information in the City's General Plan FEIR.
- Land Use—FCS will analyze the Project to ensure compliance with applicable City codes, and the City's General Plan FEIR.
- **Mineral Resources**—The Project site is developed and no mineral resources are known to occur on the Project site; therefore, this issue will be briefly discussed in the IS/MND.
- Noise—FCS will prepare a noise impact analysis for the proposed project, in response to the Initial Study Checklist questions. The noise impact assessment will include analysis of potential short-term construction and long-term operational noise impacts to nearby noise-sensitive receptors. FCS will incorporate this information into the IS/MND and the report will be appended to the IS/MND.
- Population and Housing—The Project does not propose the development of any residential housing. Thus, no impacts to population and housing are anticipated. FCS will analyze the Project to ensure compliance with the applicable City codes, and the City's General Plan FEIR in regards to population and housing.
- **Public Services**—FCS will utilize information contained within the City's General Plan FEIR. FCS will supplement this information by consulting with Police, Fire, and other agencies as needed in order to determine whether existing facilities are adequate to accommodate the proposed development. FCS will incorporate the background information, as well as information

provided by the public service agencies, into the IS/MND.

- Recreation—Based on the nature of the proposed development, no growth inducing impacts are expected that could result in increased demand for recreational uses. FCS will analyze the Project to ensure compliance with the applicable City codes, and the City's General Plan FEIR in regards to Recreation.
- Traffic and Transportation—A Project specific Traffic Impact Analysis is will be prepared for the Project. The results of the Traffic Impact Analysis will be summarized in the IS/MND and the report will be appended to the IS/MND.
- **Utilities**—FCS will coordinate with SAUSD staff and/or public utility providers to determine the current levels of service and the Project's potential impact on the existing services. FCS will incorporate the public utilities information into the IS/MND.

FCS will prepare an Administrative Draft IS/MND for SAUSD staff review that analyzes the construction- period and operational impacts of the Project and explains why these potential Project impacts will not be significant with mitigation. The IS/MND format will include separate sections for the discussion of each Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). FCS assumes that the draft will be reviewed and returned within two weeks of submission. Potential comments on the IS/MND would be address within the Screencheck Draft task, below.

#### **Deliverables**

- One Electronic Word Version of Administrative Draft IS/MND;
- One PDF of copy of Administrative Draft IS/MND with Exhibits.

#### Task 3.2: Prepare Screencheck Draft IS/MND

Following receipt of one consolidated set of comments on the Administrative Draft IS/MND, FCS will prepare the Screencheck Draft IS/MND that will show tracked changes. If necessary, FCS will also provide a matrix explaining how more substantive SAUSD comments have been addressed in the Screencheck Draft IS/MND.

#### **Deliverables**

- One electronic word version of Screencheck Draft IS/MND;
- One PDF of copy of Screencheck Draft IS/MND with Exhibits.

## Task 3.3: Prepare Public Draft IS/MND

Following receipt of any SAUSD comments on the Screencheck Draft IS/MND, FCS will finalize the Public Draft IS/MND for distribution to the SAUSD, State Clearinghouse, agencies, and interested stakeholders. FCS will prepare and provide copies of the Draft IS/MND to the SAUSD, State Clearinghouse, and other applicable parties (up to 25 addresses). Technical studies and output files prepared by FCS will be included as appendices to the Draft IS/MND for distribution. To reduce document production and distribution costs, the IS/MND and technical appendices will be provided on a CD.

FCS will also mail the Notice of Intent to Adopt an MND (NOI) to all of the parties listed above, along with any other interested parties or agencies on the SAUSD-provided mailing list (up to 25 addresses). FCS will provide 20 hard copies (with appendices on CD), with Technical Memorandums/Studies and modeling output/data base searches on CD, one reproducible master copy, and one CD of the Draft IS/MND will be provided to the SAUSD. FCS anticipates providing agencies with the IS/MND and NOI on CD, and the State Clearinghouse with one hard copy of the NOI, NOC, and IS/MND as well as 15 copies of these documents on CD for the Office of Planning and Research (OPR) to distribute to applicable state agencies. The OPR State Clearinghouse also allows the submission of 15 hard copies of the Summary Form along with 15 CDs of the entire document, which is the preferred method.

#### **Deliverables**

- Electronic master copy of Public Draft IS/MND to SAUSD;
- Technical Studies/output files/appendices on CD;
- 20 hard copies of Public Draft IS/MND;
- Two hard copies of Technical Studies with any output models on a CD;
- 15 electronic copies (on CD) of the IS/MND and NOI for distribution to state agencies, pursuant to SCH requirements, with 15 hard copies of the Summary Form;
- NOI, NOC, draft newspaper notice for local publication (two bound hard copies, two web-friendly electronic format original, and PDF copies).

## **Task 3.4: Prepare Responses to Comments**

Following the receipt of comments on the Public Draft IS/MND, FCS will prepare a written "response to comments" document that addresses any substantive comments received by the SAUSD on the Public Draft IS/MND. The response to comments document will reproduce the written comments and provide responses to each significant concern raised therein. If minor edits or changes are needed for the IS/MND, FCS will provide an additional section containing "Changes to the MND." FCS will provide a draft version of the Response to Comments document for review and comment by the SAUSD. Upon receipt of SAUSD comments, FCS will finalize the response to comments document. FCS assumes one review cycle will be sufficient for this task, but has included an additional review cycle within this task should follow up comments or questions be received.

#### **Deliverables**

- One electronic version of the Draft Response to Comments document;
- One electronic copy of the Final Response to Comments document will be provided to the SAUSD:
- Up to five hard copies of Final Response to Comments document.

#### Task 3.5: Prepare Mitigation Monitoring and Reporting Program

FCS will prepare a Mitigation Monitoring and Reporting Program (MMRP) pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the IS/MND (including "Changes to the IS/MND" in the "Response to Comments") and it will provide columns for necessary actions, timing, and parties responsible for verification. The draft MMRP will be provided after the IS/MND is submitted for circulation. FCS will update the MMRP and re-submit to the SAUSD if any changes are warranted based on the public/agency comments.

#### Deliverables

One electronic copy of the MMRP in Word and PDF formats

## **Task 3.6: Prepare Notice of Determination**

FCS will prepare the Notice of Determination (NOD) and will file with the County Clerk's

Office within five business days of IS/MND certification. As indicated in this scope of work, SAUSD staff will be responsible for paying the associated filing fees in order to file the NOD. FCS will file the NOD as soon as possible after the IS/MND is adopted, in order to reduce the possibility of legal challenges.

#### **Deliverables**

NOD (three hard copies, two web-friendly electronic format original, and PDF copies)

#### **Task 4: Meeting Attendance**

FCS has extensive experience in public outreach programs and scoping, including public participation programs and public hearings. FCS will be present at public meetings and hearings to develop an understanding of the public's comments and concerns, be available to answer questions on environmental issues, and make presentations on the IS/MND.

FCS's role is as follows:

- FCS will attend an orientation/project kickoff meeting and four project coordination meetings (two in-person meetings and three teleconference meetings) with the SAUSD staff throughout the IS/MND process.
- FCS will be present at two public meeting/hearings to assist with questions on environmental issues, as directed by SAUSD staff. Meeting graphics depicting the Project and other Project description materials are assumed to be provided by the SAUSD's engineer or architect and/or SAUSD staff in drafting the hearings staff reports and recommendations. This will include up to two hearings. The allocations of meetings can be altered by mutual agreement. FCS may attend additional meetings on a time-and-materials basis, with authorization.

#### **Task 5: Project Management and Coordination**

FCS is firmly committed to developing and maintaining close working relationships with SAUSD staff. Emphasis on communication, as well as involvement of FCS principals and senior staff in all projects, results in performance that satisfies project objectives, government requirements, and project needs. Communication is key to a successful project. FCS will place top priority on working as a partner with SAUSD staff, and other project team members, as necessary, during environmental processing of the Project. We will help anticipate controversial issues, devise solutions, and provide expert environmental compliance consultation.

Understanding the SAUSD's objectives and ensuring they are reflected in the environmental review and analyses are key aspects of our approach. This scope of work assumes regular interaction with SAUSD staff and other project team members, as necessary, and requires frequent information sharing among project team members. Frank Coyle and/or Charles Holcombe as the management team for this endeavor will undertake this task.

## AGENDA ITEM BACK UP SHEET February 15, 2017

## **Board Meeting**

TITLE: Authorization to Award a Contract to Donald Krotee Partnership, Inc.

for Design Services for Relocation of Portables

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: Jessica Mears, Senior Facilities Planner

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to award a contract to Donald Krotee Partnership, Inc. (DKP) for design services to place portable classrooms to 1325 E. Fourth Street, Santa Ana.

In 2015, the District solicited a Request for Qualifications (RFQ) for architectural services. Of the 22 applicants, 11 were selected and approved by the Board on June 9, 2015 to be placed on the District's list of pre-approved architectural firms. From the pre-approved firms, DKP was

#### **ITEM SUMMARY:**

- Award contract to Donald Krotee Partnership, Inc. for architectural design services.
- Design services to relocate five portables from McFadden to 1325
   E. Fourth Street plus parking area improvements
- Contract amount: \$26,400

selected for this project based on their extensive knowledge of the 1325 E. Fourth Street school's infrastructure.

#### **RATIONALE:**

The project consists of the site placement of four relocatable classrooms, one relocatable administration building, parking area redesign, and possibly one relocatable restroom building, which requires Division of the State Architect (DSA) approval. Staff recommends award of contract to DKP for architectural design and master planning of the long-term site improvements.

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

Redevelopment Fund 25: \$26,400

## **RECOMMENDATION:**

Authorize staff to award a contract to Donald Krotee Partnership, Inc. for design services for the relocation of portables.

#### ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 16th day of February in the year 2017 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Donald Krotee Partnership, Inc., hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, engineering and other professional services, as described in this AGREEMENT, for the Architectural Services for Relocation of Portables from McFadden Elementary to 1325 E. Fourth Street, Santa Ana, hereinafter referred to as "PROJECT," located at various sites in the DISTRICT; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

**NOW, THEREFORE**, the parties hereto agree as follows:

## **ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES**

- The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.
- The ARCHITECT's services, and the services to be performed by the ARCHITECT'S consultants and/or sub-consultants, shall be performed in strict compliance with the requirements and standards set froth in this AGREEMENT. If a requirement and/or standard is not expressly set forth in this AGREEMENT, then ARCHITECT's services and the services of the ARCHITECT's consultants and/or sub-consultants, shall be performed in a manner which is consistent with the professional skill and care of like professionals performing such services for school construction projects in the State of California and consistent with the orderly progress of the work for the Project. The ARCHITECT represents that he/she will follow these requirements and standards in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
- The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before March 31, 2017.

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

- 1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.
- 2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).
- 3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on the PROJECT site and which are required for the PROJECT. However, the ARCHITECT shall be entitled to rely upon the accuracy and sufficiency of surveys, data or reports or other information furnished by the DISTRICT in performing its obligations under this agreement. The ARCHITECT shall be entitled to compensation for additional services in the event they are necessary as the result of information found to be inaccurate, incomplete or insufficient in such surveys, data, reports or other information provided by the DISTRICT.
- 4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT before preparing preliminary designs for the PROJECT.
- 5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.
- 6. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.
- 7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.
- 8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT,

including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

- 9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.
- 10. The ARCHITECT shall provide services in connection with the work of the District's construction manager or separate consultants retained by DISTRICT.
- 11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI. All estimates of construction costs and detailed Construction Cost Estimates prepared by the ARCHITECT pursuant to this Agreement, represent the ARCHITECT's judgment as an Architect familiar with the construction industry. It is recognized, however, that neither the ARCHITECT nor the DISTRICT have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from the DISTRICT's Project Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ARCHITECT.

#### 12. Reserved

- 13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
- 14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
- 15. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture with which the ARCHITECT does not have sufficient knowledge of the quality or status of their product, in order to review the quality or status of items being produced for the PROJECT.
- 16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400. ARCHITECT shall report to the DISTRICT any action needed to be taken by the DISTRICT's Governing Board to meet the requirements of Public Contract Code §3400 regarding any manufactured items the DISTRICT may want to use on a Project.
- 17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a

building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

- 18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
- 19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.
- 20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
- 21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.
  - 22. The ARCHITECT shall have access to the work at all times.

#### 23. Schematic Design Phase

- a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.
- b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.
- c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

- d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.
- e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.
- f. The ARCHITECT shall observe existing conditions or facilities, verify that existing drawings of such existing conditions or facilities are accurately and completely depicted therein, and only use and/or prepare drawings for the Project that accurately and completely depict all observable existing conditions and facilities. The ARCHITECT however shall not be responsible for conducting any destructive testing and shall be entitled to rely upon the accuracy and sufficiency of surveys, data or reports or other information furnished by the DISTRICT in performing its obligations under this agreement. ARCHITECT shall be entitled to compensation for additional services in the event they are necessary as the result of information found to be inaccurate, incomplete or insufficient in such surveys, data, reports or other information provided by the DISTRICT.
- g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.
- i. The ARCHITECT shall not proceed to do any work or perform any services for the Design Development Phase without first obtaining written approval from the DISTRICT of the Schematic Design Documents and Information.

#### 24. Design Development Phase (Preliminary Plans)

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size,

character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

- The ARCHITECT shall establish an estimated PROJECT Construction b. Cost.
- The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- d. The ARCHITECT shall not proceed to do any work or perform any services for the Construction Document Phase without first obtaining written approval from the DISTRICT of the Design Development Documents and Information.

#### 25. **Construction Document Phase (Final Plans)**

- Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including but not limited to, the requirements of the OPSC, the DSA and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.
- b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, local Fire Department, City Design Review (DRC), County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.
- c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

#### 26. **Bidding & Award Phase**

- a. The ARCHITECT, following the DISTRICT's written approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.
- b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.
- c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.
- d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.
- e. If the lowest bid exceeds the Budget for the PROJECT by five percent, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI at no cost to the DISTRICT.

#### 27. **Construction Phase**

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) sets of Construction (contract) Documents and all progress prints for the DISTRICT's and consultant's use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

- The ARCHITECT shall provide technical direction to a full-time c. PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts. The ARCHITECT, however, shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. Without in any way limiting the ARCHITECT's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations) the ARCHITECT shall not otherwise be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work
- The ARCHITECT shall provide general administration of Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; prepare a final punchlist and estimate the value of each item appearing thereon; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.
- The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any observable or known deficiencies in construction following the acceptance of the work and before the expiration of the guarantee period of the PROJECT.

- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.
- h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.
- j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.
- k. The ARCHITECT shall act at all times in the best interest of the DISTRICT and shall administer, on behalf of the DISTRICT, the construction contract between the DISTRICT and the Contractor. The ARCHITECT does not have authority to issue change orders or to bind the DISTRICT to any changes to the Construction Documents that would result in an increase in the original contract time or amount. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.
- 1. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.
- m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified. The issuance of a Certificate for Payment shall not be a representation that the ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or the quantity of Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the DISTRICT to substantiate the Contractor's right to payment or (4) ascertained how or for

what purpose the Contractor has used money previously paid on account of the Contract Sum.

- n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.
- o. The ARCHITECT shall prepare proposed change orders with supporting documentation and data for the DISTRICT's review and approval in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- p. The ARCHITECT shall conduct a site observation of the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.
- q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
- r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.
- s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, local Fire Departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.
- t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.
- u. At the end of the PROJECT, the ARCHITECT shall prepare all as-built conditions as reported to the ARCHITECT by the Contractor or as observed by the

ARCHITECT. However, the Contractor shall be required to notify the ARCHITECT of all as built conditions during the course of construction at no additional cost.

- v. Before start of construction, the following two documents are required:
  - (i) Contract Information Form DSA-102.
  - (ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days before the time of starting construction.
- w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

## 28. **Project Close-Out**

- a. The ARCHITECT shall assure delivery of the following documents described below to the Division of the State Architect and/or the DISTRICT for review before issuance of a "Certificate of Completion".
- b. During the period the PROJECT is under construction the following documents are required:
  - 1. Copies of the Inspector of Record's semi-monthly reports.
  - 2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.
  - 3. Final Punch List with estimated values of each item on the Final Punch List.
  - 4. List of all Contract Related Documents (e.g., warranties, waivers and releases, Owner and Operator Manuals, etc., etc.) required to be supplied by and/or through the Contractor.
  - 5. List of all spare parts.
- c. Upon completion of construction of the PROJECT, the following reports are required:
  - 1. Copy of the Notice of Completion.
  - 2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.

- 3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- 4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- 5. Weighmaster's Certificate (if required by approved drawings and specifications).
- 6. Copies of the signature page of all Addenda as approved by DSA.
- 7. Copies of the signature pages of all Deferred Approvals as approved by DSA.
- 8. Copies of the signature page of all Change Orders as approved by DSA.
- 9. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.
- 10. Written representation identifying and acknowledging that all Close Out Documents (e.g., completed Final Punch List, warranties, waivers and releases, Owner and Operator Manuals etc., etc.) required to be supplied by and/or through the Contractor have been received, as well as a list of all spare parts received.
- 11. The latest as-built plans with accurate and complete redlines and notes in the following format. If the DISTRICT does not agree with the accuracy of the as-built plans, the ARCHITECT shall revise the as-built plans at no additional cost. However, the as-built plans are dependent upon the Contractor supplying the information to the to the ARCHITECT during the course of construction as required by the Contractor's agreement with the District.
  - (i) Full-size set of plans
  - (ii) CADD or other format agreed to by the DISTRICT and the ARCHITECT in writing.

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## **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

- 1. Whenever ARCHITECT believes that additional services are required that are caused by circumstances beyond the ARCHITECT's control, the ARCHITECT shall immediately notify the DISTRICT in writing of the need for such additional services. ARCHITECT shall not perform any additional services without first obtaining written authorization from the DISTRICT's Board. Compensation for such services shall be negotiated, and a mutually agreed to lump sum amount ascertained and approved in writing by the DISTRICT's Board, before any such additional services are performed. If a mutually agreed to lump sum is not agreed to, then upon receiving written authorization from the DISTRICT's Board, the ARCHITECT shall perform such additional services on a time and material basis at the rates agreed to and set forth of Attachment "B". The hourly rates set forth on Attachment "B" shall be held firm for the life of this Agreement. Such additional services may include:
  - a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.
  - b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
  - c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.
  - e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.
  - f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.
  - g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

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2. If authorized in writing by the DISTRICT's Board, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT

#### **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

- 1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.
- 2. Before the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.
- 3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.
- 4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days before execution.
- 6. At the DISTRICT's discretion, the DISTRICT may provide standards for security and/or a security consultant and ARCHITECT will incorporate into the Project such standards and/or advice from the security consultant. The ARCHITECT shall not be responsible for

consulting and recommending school security systems to prevent acts of terrorism or other crimes, except that the ARCHITECT shall provide recommendations relative to design options to provide general fire protection and reduce the risk of nuisance and vandalism.

The DISTRICT shall retain hazardous materials consultant(s) to prepare 7. necessary contract drawings, and/or specifications for bidding, and the ARCHITECT shall coordinate and incorporate such documents into the final Construction Documents for the Unless otherwise provided in this AGREEMENT, the ARCHITECT and PROJECT. ARCHITECT's consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The DISTRICT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors and employees for any and all damages, liabilities and costs, including reasonable attorney's fees and defense costs, arising in any way from the existence of hazardous or toxic materials on or about the site.

### **ARTICLE V - COST OF CONSTRUCTION**

- During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.
- PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.
- When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
- The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.
- Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
  - 6. If the lowest bid received exceeds the Budget by 5%:
    - The DISTRICT may give written approval of an increase of such fixed a. limit:

- b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
- c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
- d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
- e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.
- 7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

#### **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

- 1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.
- 2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT before formalization.
- 3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

#### ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this

PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification or other documents by any person, firm or legal entity, the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse or modification of the ARCHITECT's drawing, specifications or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments or other development on the PROJECT site. Before reuse of the ARCHITECT's documents, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

#### **ARTICLE VIII - TERMINATION**

- This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.
- 2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments otherwise due and owing to the ARCHITECT. ARCHITECT shall remain responsible and liable for any and all costs not reimbursed after a deduction of money from such payments.

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- 3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.
- 4. This AGREEMENT may be terminated without cause by DISTRICT for convenience upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause for convenience, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause. ARCHITECT represents and acknowledges that the money paid to ARCHITECT as set forth in this Article 8, paragraph 4 constitutes the sole and exclusive money, compensation and damages payable to ARCHITECT from the DISTRICT and/or recoverable by ARCHITECT against the DISTRICT as a result of a termination for convenience. The operation of this paragraph shall be construed as a liquidated damage provision running in favor of the DISTRICT and against the ARCHITECT.
- 5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion so long as the DISTRICT continues to make payment on all undisputed invoices. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the

DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

#### ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

- ARCHITECT change orders fees are paid as approved by the District Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated before commencing change order work.
  - Payment to the ARCHITECT will be as set forth on Attachment "A". 2.
- To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.
- 4. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

#### ARTICLE XI - REIMBURSABLE EXPENSES

- Reimbursable expenses are in addition to compensation for basic services and additional services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:
  - Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints.
  - b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.
- Reimbursable expenses are estimated to be as set forth on Attachment "A", and this amount shall not be exceeded without the prior written approval of the DISTRICT.

- 3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:
  - a. Travel expenses;
  - b. Check prints;
  - c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
  - d. Preliminary plans and specifications;
  - e. ARCHITECT's consultants' reimbursables.
  - f. Models or mock-ups
  - g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

#### **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

- 1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architects, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.
- 2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.
- 3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.
- 4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

#### **ARTICLE XIII - MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

- 2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:
  - a. <u>Workers Compensation and Employers Liability</u>. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;
  - b. <u>General Liability</u>. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;
  - c. <u>Professional Liability</u>. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.
  - d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article XIII, Paragraphs 2(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

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- a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  - 1. Owned, non-owned and hired vehicles;
  - 2. Blanket contractual;
  - 3. Broad form property damage;
  - 4. Products/completed operations; and
  - 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. <u>Valuable Document Insurance</u>. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.
- e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice (ten (10) days for non-payment of premiums) shall be given to DISTRICT before cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Before commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase

and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

- g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- 4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
- 5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
- 6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.
  - 7. This AGREEMENT shall be governed by the laws of the State of California.
- 8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
- 9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

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ARCHITECT:	DISTRICT:
Donald Krotee Partnership, Inc.	Santa Ana Unified School District
By:Donald Krotee COO, DKP, Inc.	By:

### **ATTACHMENT "A"**

#### ARCHITECT'S FEE SCHEDULE

Estimated Scope: Relocate 1 restroom, 4 classrooms, 1 administrative building & Site Improvements

Relocatable Restrooms:1\$120,000.00Relocatable Classrooms:4\$70,000.00Relocatable Administration Building:1\$120,000.00Parking / Site Improvements:\$300,000.00Estimated Construction Costs:\$610,000.00

Fee is 4% of estimated Project Costs:\$24,400.00Reimbursable:\$2,000.00Total fee estimate\$26,400.00

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### ATTACHMENT "B"

### ARCHITECT'S HOURLY RATES

Staff	(Junior) – clerical or delivery	\$ 80.00/hour
Staff	(Senior)	\$ 165.00/hour
Architect		\$ 200.00/hour
Architect	(Public Hearing/Court Appearance/Expert Witness)	\$ 435.00/hour

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### AGENDA ITEM BACKUP SHEET February 15, 2017

### **Board Meeting**

TITLE: Acceptance of 2015-16 Measure G Independent Financial and

**Performance Audit Report** 

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services PREPARED BY: Tina Douglas, Assistant Superintendent, Business Services

#### **BACKGROUND INFORMATION:**

Independent financial and performance audits are conducted annually in compliance with the requirements of Article XIIIA, Section 1(b) (3) of the California Constitution. The audits are conducted to ensure no funds were used for any teacher or administrative salaries or other operating expenses prohibited by Article XIIIA, Section 1(b) (3) (a) of the California Constitution, and that proceeds from the sale of

#### **ITEM SUMMARY**

- Provided statutorily required audit of Measure G Local Bond
- No audit findings were made

bond funds in this reporting period were used only for the permitted purposes of construction, rehabilitation, and replacement of school facilities as specified in the Measure G voters' ballot and Board resolution.

The firm of Vavrinek, Trine, Day & Co., LLP was approved by the Board of Education on June 7, 2016 to conduct this year's audit.

#### **RATIONALE:**

The purpose of this agenda item is for the Board to accept the District's Measure G Independent Financial and Performance Audit for fiscal year 2015-16.

There were no findings related to the financial and performance audit for the fiscal year ending June 30, 2016.

**LCAP: Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact.

### **RECOMMENDATION:**

Accept the 2015-16 Measure G Independent Financial and Performance Audit Report

TD:mm

### SANTA ANA UNIFIED SCHOOL DISTRICT

BUILDING FUND (MEASURE G)
FINANCIAL AND PERFORMANCE AUDITS

**JUNE 30, 2016** 

### SANTA ANA UNIFIED SCHOOL DISTRICT

### MEASURE G FINANCIAL AUDIT

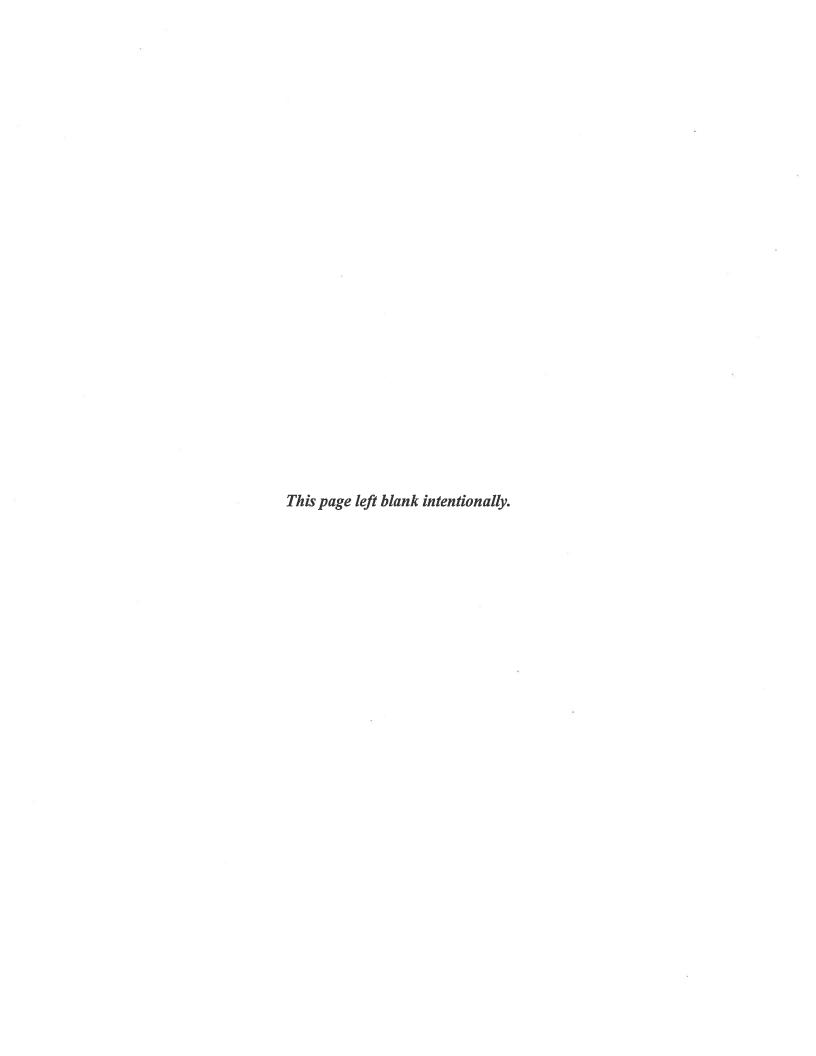
**JUNE 30, 2016** 

Summary Schedule of Prior Audit Findings

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#### INDEPENDENT AUDITOR'S REPORT

Governing Board and Citizens Oversight Committee Santa Ana Unified School District Santa Ana, California

#### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Santa Ana Unified School District's (the District), Building Fund (Measure G), as of and for the year ended June 30, 2016, and the related notes to the financial statements, as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Building Fund (Measure G) of the Santa Ana Unified School District at June 30, 2016, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Emphasis of Matter**

As discussed in Note 1, the financial statements present only the Building Fund specific to Measure G, and are not intended to present fairly the financial position and changes in financial position of Santa Ana Unified School District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

#### Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 2, 2016, on our consideration of the District's Building Fund (Measure G) internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's Building Fund (Measure G) internal control over financial reporting and compliance.

Rancho Cucamonga, California

VAUZNEK, TRINE, Day + co. W

December 2, 2016

### BALANCE SHEET JUNE 30, 2016

ASSETS	
Deposits and investments	\$ 4,298,855
Receivables	2,855
Due from other funds	1,756
Total Assets	\$ 4,303,466
LIABILITIES AND FUND BALANCE Liabilities	
Accounts payable	\$ 107,591
Fund Balance	
Restricted - for capital projects	4,195,875
Total Liabilities and Fund Balance	\$ 4,303,466

# STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE FOR THE YEAR ENDED JUNE 30, 2016

REVENUES	
Interest income	\$ 40,956
All other local sources	5,563
Total Revenues	 46,519
EXPENDITURES	
Salaries and benefits	
Contracted services	10,784
Capital outlay	
Building contractor	5,827,797
Labor compliance program cost	15,263
Building architect	283,450
Building electrical installation	13,940
Building inspections	33,153
Planning costs	6,937
Building improvements	580,116
Capitalized equipment	 38,970
Total Expenditures	 6,810,410
NET CHANGE IN FUND BALANCE	(6,763,891)
FUND BALANCE - BEGINNING	 10,959,766
FUND BALANCE - ENDING	\$ 4,195,875

## NOTES TO FINANCIAL STATEMENTS JUNE 30, 2016

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Santa Ana Unified School District (the District) Building Fund (Measure G) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The Santa Ana Unified School District Building Fund accounts for financial transactions in accordance with the policies and procedures of the California School Accounting Manual.

#### **Financial Reporting Entity**

The financial statements include only the Building Fund of the Santa Ana Unified School District used to account for Measure G projects. This Fund was established to account for the expenditures of general obligation bonds issued under Measure G. These financial statements are not intended to present fairly the financial position and results of operations of the Santa Ana Unified School District in compliance with accounting principles generally accepted in the United States of America.

#### **Fund Accounting**

The operations of the Building Fund (Measure G) are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

#### **Basis of Accounting**

The Building Fund (Measure G) is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balances reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

#### **Budgets and Budgetary Accounting**

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

#### **Encumbrances**

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid and all outstanding lapse at June 30.

# NOTES TO FINANCIAL STATEMENTS JUNE 30, 2016

#### Fund Balance - Building Fund (Measure G)

As of June 30, 2016, the fund balance is as follows:

**Restricted** - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

#### **Spending Order Policy**

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

#### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

#### **Change in Accounting Principles**

In February 2015, the GASB issued Statement No. 72, Fair Value Measurement and Application. This Statement addresses accounting and financial reporting issues related to fair value measurements. The definition of fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This Statement provides guidance for determining a fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements.

The District has implemented the provisions of this Statement as of June 30, 2016.

In June 2015, the GASB issued Statement No. 76, The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments. The objective of this Statement is to identify—in the context of the current governmental financial reporting environment—the hierarchy of generally accepted accounting principles (GAAP). The "GAAP hierarchy" consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and non-authoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.

This Statement supersedes Statement No. 55, The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments.

# NOTES TO FINANCIAL STATEMENTS JUNE 30, 2016

The District has implemented the provisions of this Statement as of June 30, 2016.

In December 2015, the GASB issued Statement No. 79, Certain External Investment Pools and Pool Participants. This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. An external investment pool qualifies for that reporting if it meets all of the applicable criteria established in this Statement. The specific criteria address (1) how the external investment pool transacts with participants; (2) requirements for portfolio maturity, quality, diversification, and liquidity; and (3) calculation and requirements of a shadow price. Significant noncompliance prevents the external investment pool from measuring all of its investments at amortized cost for financial reporting purposes. Professional judgment is required to determine if instances of noncompliance with the criteria established by this Statement during the reporting period, individually or in the aggregate, were significant.

If an external investment pool does not meet the criteria established by this Statement, that pool should apply the provisions in paragraph 16 of Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, as amended. If an external investment pool meets the criteria in this Statement and measures all of its investments at amortized cost, the pool's participants also should measure their investments in that external investment pool at amortized cost for financial reporting purposes. If an external investment pool does not meet the criteria in this Statement, the pool's participants should measure their investments in that pool at fair value, as provided in paragraph 11 of Statement No. 31, as amended

This Statement establishes additional note disclosure requirements for qualifying external investment pools that measure all of their investments at amortized cost for financial reporting purposes and for governments that participate in those pools. Those disclosures for both the qualifying external investment pools and their participants include information about any limitations or restrictions on participant withdrawals.

The District has implemented the provisions of this Statement as of June 30, 2016.

## NOTES TO FINANCIAL STATEMENTS JUNE 30, 2016

#### **NOTE 2 - INVESTMENTS**

#### **Policies and Practices**

The District is authorized under *California Government Code* to make direct investments in local agency bonds, notes, or warrants within the State: U.S. Treasury instrument; registered State warrants or treasury notes: securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

#### **Investment in County Treasury**

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

#### **General Authorizations**

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

	Maximum	Maximum	Maximum
Authorized	Remaining	Percentage	Investment
Investment Type	Maturity	of Portfolio	In One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

## NOTES TO FINANCIAL STATEMENTS JUNE 30, 2016

#### **Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the Orange County Treasury Investment Pool. The District maintains a Building Fund (Measure G) investment of \$4,298,855 with the Orange County Treasury Investment Pool, with an average maturity of 339 days.

#### **NOTE 3 - FAIR VALUE MEASUREMENTS**

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Orange County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

The District's fair value measurements are as follows at June 30, 2016:

	Reported	
Investment Type	Amount	Uncategorized
Orange County Treasury Investment Pool	\$ 4,298,855	\$ 4,298,855

### NOTES TO FINANCIAL STATEMENTS JUNE 30, 2016

#### NOTE 4 - ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2016, consisted of the following:

Local Government

Interest

\$ 2,855

#### NOTE 5 - ACCOUNTS PAYABLE

Accounts payable at June 30, 2016, consisted of the following:

Construction
Operating payables
Total

\$ 107,507 <u>84</u> \$ 107,591

\_ \_ \_ \_ \_

#### NOTE 6 - COMMITMENTS AND CONTINGENCIES

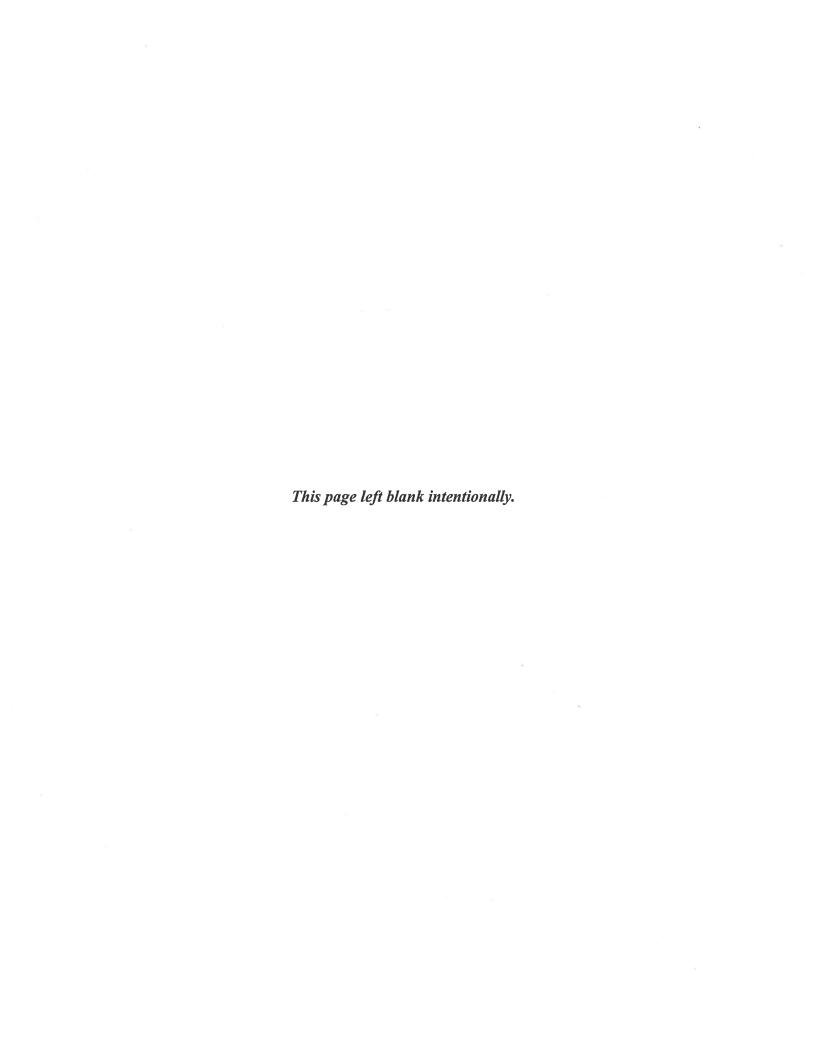
As of June 30, 2016, the Building Fund (Measure G) had the following commitments with respect to unfinished capital projects:

	Remaining	Expected
	Construction	Date of
Capital Projects	Commitment	Completion
Overcrowded Relief Program		
Franklin Elementary - Concrete ramps and stairs	\$ 27,620	08/30/16

#### Litigation

The District is not currently a party to any legal proceedings related to the Building Fund (Measure G).

INDEPENDENT AUDITOR'S REPORT



# INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Governing Board and Citizens Oversight Committee Santa Ana Unified School District Santa Ana, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying financial statements of the Santa Ana Unified School District (the District) Building Fund (Measure G), as of and for the year ended June 30, 2016, and the related notes of the financial statements, and have issued our report thereon dated December 2, 2016.

#### **Emphasis of Matter**

As discussed in Note 1, the financial statements present only the Building Fund specific to Measure G, and are not intended to present fairly the financial position and changes in financial position of Santa Ana Unified School District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit or the financial statements, we considered Santa Ana Unified School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Santa Ana Unified School District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Santa Ana Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be, significant deficiencies or material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Santa Ana Unified School District's Building Fund (Measure G) financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

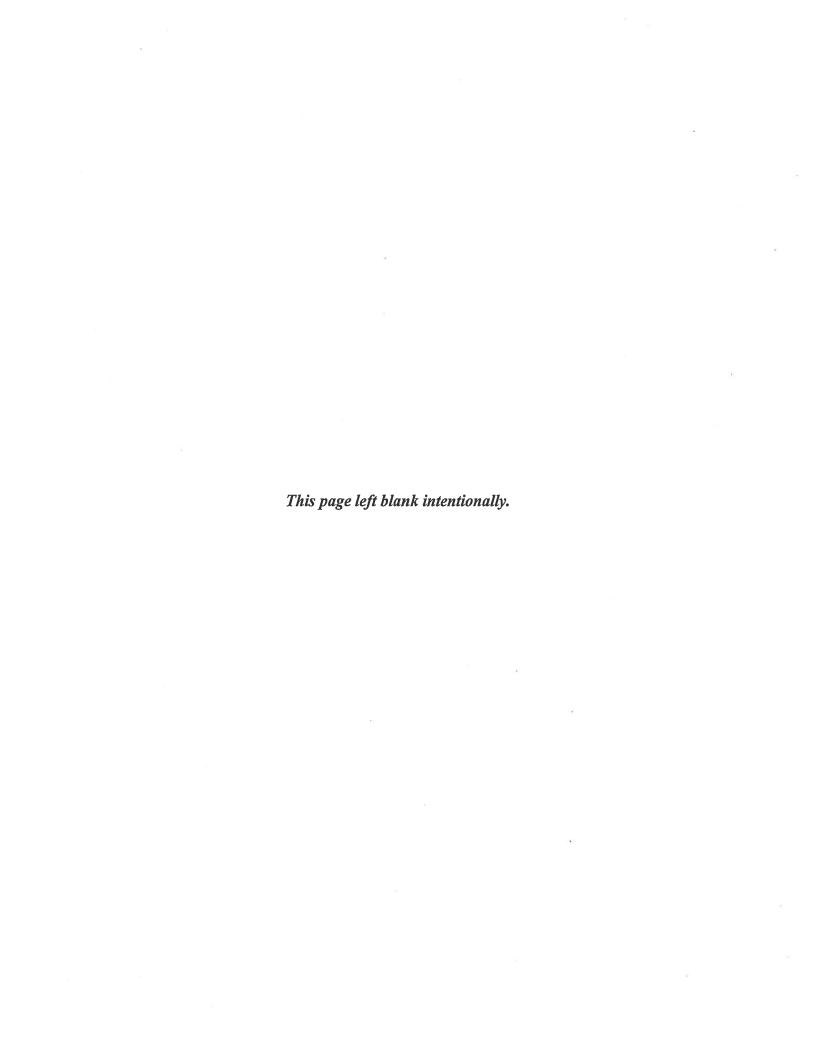
#### **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

VANLAER, TRAS. My + W. W. Rancho Cucamonga, California

December 2, 2016

SCHEDULE OF FINDINGS AND QUESTIONED COSTS



# FINANCIAL STATEMENT FINDINGS JUNE 30, 2016

None reported.

# SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS JUNE 30, 2016

There were no audit findings reported in the prior year's schedule of financial statement findings.

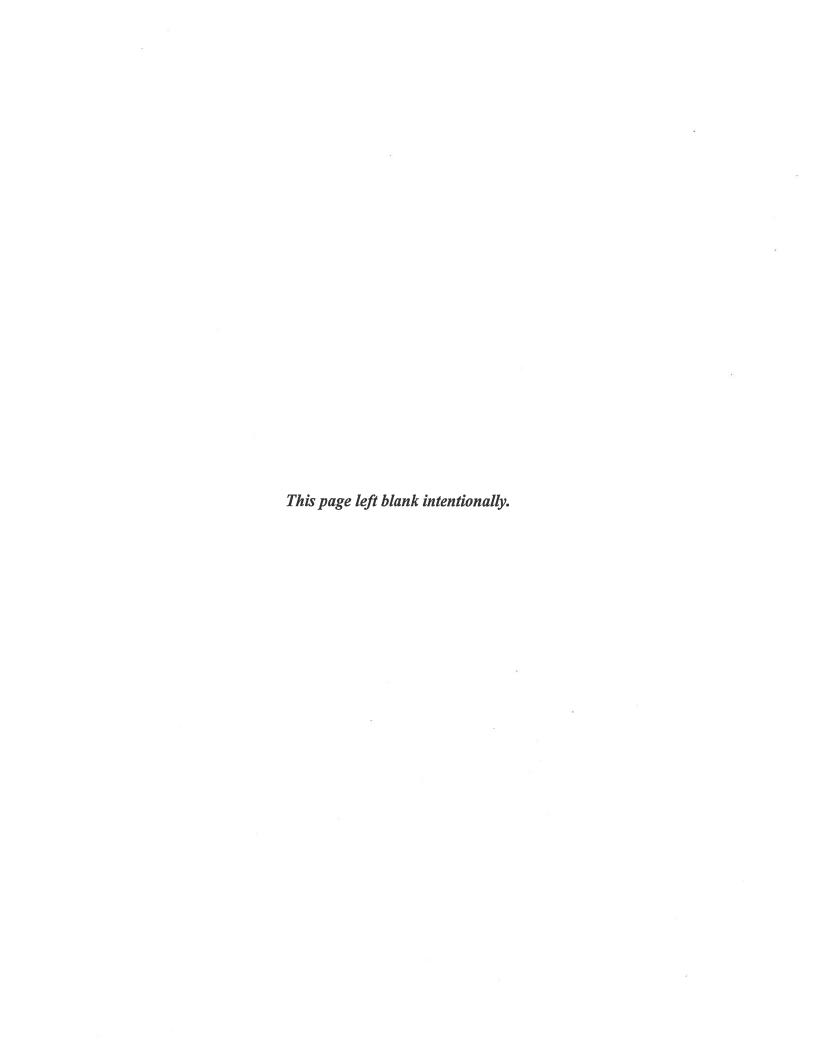
#### SANTA ANA UNIFIED SCHOOL DISTRICT

# BUILDING FUND (MEASURE G) PERFORMANCE AUDIT

**JUNE 30, 2016** 

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#### INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

Governing Board and Citizens' Oversight Committee Santa Ana Unified School District Santa Ana, California

We were engaged to conduct a performance audit of the Santa Ana Unified School District (the District) Building Fund (Measure G) for the year ended June 30, 2016.

We conducted this performance audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

The results of our tests indicated that the District expended Building Fund (Measure G) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution.

Rancho Cucamonga, California

VAUZNEK, TRINE Bry + co. W

December 2, 2016

#### **JUNE 30, 2016**

#### **AUTHORITY FOR ISSUANCE**

The Measure G Bonds are issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California *Education Code*, and other applicable provisions of law.

The District received authorization at an election held on June 3, 2008, by a requisite two-thirds vote of the eligible voters within the District to issue bonds of the District in an aggregate principal amount not to exceed \$200,000,000 to finance specific construction and renovation projects approved by eligible voters within the District.

#### **PURPOSE OF ISSUANCE**

Pursuant to the Authorization, the proceeds of the Bonds will be used to provide students with competitive classrooms and school facilities, improve student health/safety, quality for State Funds, allowing for the repair, renovation, acquisition, construction, and equipping classrooms, science labs, sites, school facilities, including repairing aging roofs, plumbing, heating/ventilation systems, electrical wiring, fire, security equipment and earthquake safety systems, and replacing aging trailers with modern classrooms.

#### **AUTHORITY FOR THE AUDIT**

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55 percent of the electorate. In addition to reducing the approval threshold from two-thirds to 55 percent, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* Sections 15278-15282:

- 1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in the ballot measure, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
- 2. The school district must list the specific school facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
- 3. Requires the school district to appoint a Citizens' Oversight Committee.
- 4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the *Government Auditing Standards* issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.

#### **JUNE 30, 2016**

5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

Although these bonds do not qualify under Proposition 39 requirements, the District has elected to follow those requirements.

#### **OBJECTIVES OF THE AUDIT**

- 1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure G.
- 2. Determine whether salary transactions, charged to the Building Fund were in support of Measure G and not for District general administration or operations.

#### SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2015 to June 30, 2016. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred and reconciliation efforts subsequent to June 30, 2016, were not reviewed or included within the scope of our audit or in this report.

#### PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2016 for the Building Fund (Measure G). Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of the ballot measure and Measure G as to the approved bond projects list. We performed the following procedures:

- 1. We selected a sample of expenditures for the period starting July 1, 2015 and ending June 30, 2016, and reviewed supporting documentation to ensure that such funds were properly expended on the specific projects listed in the ballot text.
- 2. Our sample included transactions totaling \$6,073,786. This represents 89 percent of the total expenditures of \$6,810,410.
- 3. Based on our testing, we verified that funds from the Building Fund (Measure G) were expended for the construction, renovation, furnishing and equipping of District facilities constituting authorized bond projects according to the ballot measure. In addition, we verified that funds held in the Building Fund (Measure G) were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004, by the State of California Attorney General.

#### **JUNE 30, 2016**

#### **CONCLUSION**

The results of our tests indicated that, in all significant respects, the Santa Ana Unified School District has properly accounted for the expenditures held in the Building Fund (Measure G) and that such expenditures were made for authorized Bond projects. Further, it was noted that funds held in the Building Fund (Measure G), and expended by the District, were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004, by the State of California Attorney General.

# SCHEDULE OF FINDINGS AND QUESTIONED COSTS JUNE 30, 2016

None reported.

## SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS JUNE 30, 2016

There were no audit findings reported in the prior year's schedule of financial statement findings.

#### **Board Meeting**

TITLE: Adoption of Resolution No. 16/17-3164 – Authorize the Establishment of

the Retiree Benefit Fund for Santa Ana Unified School District

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services PREPARED BY: Tina Douglas, Assistant Superintendent, Business Services

#### **BACKGROUND INFORMATION:**

On November 15, 2016 the Board approved the agreement with California Public Employees' Retirement System to participate in the California Employer's Retiree Benefit Trust Program for the prefunding of retiree health benefits and authorized a \$10M fund transfer from the Special Reserve Fund for Postemployment Benefits to the California Employer's Retiree Benefit Trust in 2016-17.

#### **SUMMARY**

• Establish the Retiree Benefit Fund (71) for the solely purpose of tracking the revenue, expenses, and balances of Post Employment Benefits.

#### **RATIONALE:**

The purpose of this agenda item is to seek Board authorization to establish the Retiree Benefit Fund (71) for the purpose of tracking the revenue, expenses, and balances related to the health and welfare benefits to eligible employees once they retire from the District. The funds in this account will be solely used for the purpose of Post Employment Benefits.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Adopt Resolution No. 16/17-3164 to authorize the establishment of the Retiree Benefit Fund for Santa Ana Unified School District.

TD:mm

1	RESOLUTION NO. 16/17-3164
2	BOARD OF EDUCATION
3	SANTA ANA UNIFIED SCHOOL DISTRICT
4	ORANGE COUNTY, CALIFORNIA
5	
6	Authorize the Establishment of the Retiree Benefit Fund
7	WHEREAS, the Administration is seeking authorization from the Board of
8	Education for the establishment of the Retiree Benefit Fund (Fund 71) for the
9	purpose of tracking the revenue, expenses, and balances of Post Employment
10	Benefits; and,
11	WHEREAS, the Board of Education authorizes the transfer from the Special
12	Reserve Fund for Postemployment Benefits (Fund 20) to the Retiree Benefit Fund
13	(Fund 71).
14	NOW, THEREFORE, BE IT RESOLVED: that the funds in the Retiree Benefits Fund
15	(Fund 71) are to be used solely for the purpose of Post Employment Benefits.
16	Upon motion of Member and duly seconded, the
17	foregoing Resolution was adopted by the following vote:
18	AYES:
19	NOES:
20	ABSENT
21	STATE OF CALIFORNIA )
22	) SS:
23 24	COUNTY OF ORANGE )
25	I, Cecilia Iglesias, Clerk of the Governing Board, do hereby certify that
26	the foregoing is a full, true, and correct copy of a resolution passed and adopted
27	by the Board at a regularly called and conducted meeting held on said date.
28	WITNESS my hand this 15th day of February, 2017.
29	
30	
31	Cecilia "Ceci" Iglesias
32	Clerk of the Board of Education

#### **Board Meeting**

TITLE: Adoption of Resolution No. 16/17-3165 – Authorizing the Transfer of

Funds from the Special Reserve Fund for Post Employment Benefits to

the Retiree Benefit Fund

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services PREPARED BY: Tina Douglas, Assistant Superintendent, Business Services

#### **BACKGROUND INFORMATION:**

On November 15, 2016 the Board approved the agreement with California Public Employees' Retirement System to participate in the California Employer's Retiree Benefit Trust Program for the prefunding of retiree health benefits and authorized a \$10M fund transfer from the Special Reserve Fund for Postemployment Benefits to the California Employer's Retiree Benefit Trust in 2016-17.

#### **SUMMARY**

• Transfer of \$10M from the Post Employment Benefits Fund to the Retiree Benefit Fund.

#### **RATIONALE:**

The purpose of this agenda item is to seek Board authorization to transfer funds from the Special Reserve Fund for Post Employment Benefits (Fund 20) to the Retiree Benefit (Fund 71) for the purposes of tracking the revenue, expenses, and balances related to the health and welfare benefits to eligible employees once they retire from the District. The funds in this account will be solely used for the purpose of Post Employment Benefits.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

Special Reserve Fund for Post Employment Benefits: \$10,000,000

#### **RECOMMENDATION:**

Adopt Resolution No. 16/17-3165 authorizing the transfer funds from the Special Reserve Fund for Post Employment Benefits to the Retiree Benefit Fund.

TD:mm

1	RESOLUTION NO. 16/17-3165	
2	BOARD OF EDUCATION	
3	SANTA ANA UNIFIED SCHOOL DISTRICT	
4	ORANGE COUNTY, CALIFORNIA	
5		
6 7	Authorizing the Transfer of Funds from the Special Reserve Fund for	
8	Post Employment Benefits to the Retiree Benefit Fund	
9	WHEREAS, the Administration is seeking authorization from the Board of	
10	Education for the transfer of funds from the District's Special Reserve Fund for	
11	Post Employment Benefits (Fund 20) to the Retiree Benefit Fund (Fund 71); and,	
12		
13	WHEREAS, the Board of Education authorizes the transfer of \$10,000,000 from	
14	Fund 20 to Fund 71 to be used solely for the purpose of Post Employment Benefits;	
15	and,	
16		
17	NOW, THEREFORE, BE IT RESOLVED: that up to \$10,000,000 will be transferred	
18	from the District's Special Reserve Fund for Post Employment Benefits Fund (Fund	
19	20) to the Retiree Benefit Fund (Fund 71).	
20		
21	Upon motion of Member and duly seconded, the	
22	foregoing Resolution was adopted by the following vote:	
23		
24	AYES:	
25	NOES:	
26	ABSENT:	
27		
28		
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ļ		

30	STATE OF CALIFORNIA )		
31	) SS:		
32	COUNTY OF ORANGE )		
33			
34			
35	I, Cecilia Iglesias, Clerk of	the Governing Board, do hereby certify that	
36	the foregoing is a full, true, and co	orrect copy of a resolution passed and adopted	
37	by the Board at a regularly called and conducted meeting held on said date.		
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42		Cecilia "Ceci" Iglesias	
43		Clerk of the Board of Education	
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#### **Board Meeting**

TITLE: Authorization to Award a Contract for Bid Package No. 1 -

Temporary and Permanent Kitchen at Santa Ana High School

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

Jonathan Geiszler, Director, Purchasing and Stores

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package No. 1 – Temporary and Permanent Kitchen at Santa Ana High School.

#### **RATIONALE:**

Legal advertisement of notice calling for bids was placed in the *Orange County Register* on December 2, and 9, 2016. Nineteen contractors requested plans. On January 18, 2017, staff received and opened four bids. P.H. Hagopian Contractor, Inc. represents the lowest responsive, responsible bidder. P.H. Hagopian Contractor, Inc. has contracted with the District for services previously.

#### **ITEM SUMMARY:**

- Bid Amount: \$6,344,000.00
  - o \$2,750,923 Nutrition Services Fund
  - \$3,593,077 Kitchen Modernization Fund
- Contract Start: February 16, 2017
- Contract End: April 1, 2018
- Contractor selection is in compliance with Board Policy 3311(a) - <u>Bids</u> and Public Contract Code Sections 22030-22045.

Contractor:	Bid Amount:
P.H. Hagopian Contractor, Inc.	\$6,344,000.00
Dalke & Sons Construction, Inc.	\$6,458,480.00
Plyco Corp.	\$6,777,000.00
USS Cal Builders	\$7,388,000.00

The Nutrition Services Fund cannot be used to pay for kitchen infrastructure, such as electrical, plumbing, and structural changes; therefore, General Fund dollars are needed to support a large portion of these facility improvements.

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

Nutrition Services Fund: \$2,750,923.00 Kitchen Modernization Fund: \$3,593,077.00

Total: \$6,344,000.00

#### **RECOMMENDATION:**

Authorize staff to award a contract to P.H. Hagopian Contractor, Inc. for Bid Package No. 1 – Temporary and Permanent Kitchen at Santa Ana High School.

#### **Board Meeting**

TITLE: Approval of New Job Description: Director, Transition Support Services

ITEM: Action

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

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the new job description: Director, Transition Support Services. This position will report to the Deputy Superintendent or designee. The Director, Transition Support Services will coordinate the development of and support for the District's Transition Support Services and serve as an advocate for Santa Ana Unified School District graduates and their families.

#### **RATIONALE:**

The Director of Transition Support Services will provide management and oversight of the College Readiness Block Grant (CRBG) implementation and will provide additional support to students who enroll at an Institute of Higher Education and complete an undergraduate degree within four years. Activities that directly support pupil access and successful matriculation will be increased and will improve services for unduplicated pupils to ensure college readiness. The scope of work and outreach is required to ensure that Santa Ana Unified School District meets its goals and metrics outlined the College Readiness Block Grant Plan which was approved at the December 13, 2016 Board of Education meeting.

LCAP goal 1: "Students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21<sup>st</sup> century."

The new job description is attached.

#### **FUNDING:**

College Readiness Block Grant: Certificated Management Monthly Salary – Level 52: \$10,869 - \$12,169

#### **RECOMMENDATION:**

Approve the new job description: Director, Transition Support Services.

MAM:nr



#### SANTA ANA UNIFIED SCHOOL DISTRICT

#### **DIRECTOR, TRANSITION SUPPORT SERVICES**

#### **JOB SUMMARY:**

Under the direction of the Deputy Superintendent or designee, coordinate the development of and support for the District's Transition Support Services and serve as an advocate for Santa Ana Unified School District (SAUSD) graduates and their families.

#### **REPRESENTATIVE DUTIES:**

- Provide leadership in developing and implementing District policies, goals, and objectives relating to college transitions and persistency of SAUSD graduates. **E**
- Work with District, school, and university staff to help SAUSD graduates make proper connections and enroll in support structures available to them at their college campuses. **E**
- Develop, implement and evaluate site and District transition support and persistency initiatives. **E**
- Develop programs that expand students access to on-line support networks; build regional and school network structures to connect SAUSD graduates to one another while they are away from home. **E**
- Establish partnerships and coordinate initiatives that promote connections between SAUSD counselors and college admissions and placement offices. **E**
- Collect and analyze student enrollment and persistency data for the purpose of program improvement and Local Control Accountability Plan (LCAP) goal monitoring. **E**
- Coordinate the recruitment, training and support of school counseling personnel; establish procedures for the implementation of new policies specific to District-wide programs; interpret policies to staff members; assist staff in understanding individual roles and responsibilities. **E**
- Coordinate activities with various site staffs in regards to transition support services, the development of District resources, and the implementation of related Local Control Accountability Plan (LCAP) services. E
- Serve as liaison and represent the interests of the Superintendent to the community, to college and university systems, and to State or national organizations. E

#### **DIRECTOR, TRANSITION SUPPORT SERVICES (CONTINUED)**

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

- Interface with members of the State and Federal legislatures, departments of education, college and university systems, and other entities to bring about comprehensive change in policies that negatively impact college opportunities for undocumented students. **E**
- Work with stakeholder groups in program planning and evaluation; coordinate college visits; represent and promote college-going opportunities and SAUSD graduates. **E**
- Direct the preparation and formulation of effective transition support services for SAUSD families, support the professional development of school counselors, faculty, and administrators. E
- Facilitate annual graduate and family surveys and use data to inform program improvement efforts and Local Control Accountability Plan (LCAP) planning. **E**
- Support regular evaluation of school counseling programs. E
- Perform other duties as assigned.

#### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Community, business, and public resources.
- Community relations.
- Record-keeping techniques.
- Modern office methods and equipment, including the use of a computer.
- Reading, writing, and oral communication skills.

#### Ability to:

- Plan, implement, organize, and monitor all program components.
- Coordinate and collaborate with all program participants.
- Meet program deadlines and paperwork requirements.
- Understand and follow oral and written directions.
- Work cooperatively with others.
- Communicate effectively with others.
- Work independently with little direction.
- Maintain records and prepare reports.
- Establish and maintain effective working relationships with others.
- Perform the essential functions of the job.
- Speak, read, and write in Spanish, is required.

#### **DIRECTOR, TRANSITION SUPPORT SERVICES (CONTINUED)**

#### **EDUCATION AND EXPERIENCE:**

Any combination equivalent to: Master's Degree, five years of effective administrative or counseling leadership, and experience in leading college recruitment efforts. Strong understanding of: Best practices in school counseling, the college recruitment and enrollment process, understanding of the unique challenges faced by students of poverty, English learners, and undocumented students as they pursue a college education.

#### LICENSES AND OTHER REQUIREMENTS:

- Appropriate Administrative and/or PPS credential
- Valid California driver's license.

#### **WORKING CONDITIONS:**

#### **ENVIRONMENT:**

- School and office environment.
- Meeting with community organizations.
- Driving a vehicle to conduct work.
- Maintain flexible work hours, including evenings and weekends
- Outdoor community events.

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#### PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information in person, on the telephone, and make presentations.
- Seeing to read, prepare various materials, and drive a vehicle.
- Dexterity of hands and fingers to operate a computer keyboard.
- Bending at the waist, kneeling or crouching.
- Sitting, standing, or walking for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

Reasonable accommodations 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:

#### **Board Meeting**

TITLE: Approval of Representatives to Delegate Assembly for California

**School Boards Association Region 15** 

ITEM: Action

SUBMITTED BY: Stefanie P. Phillips, Ed.D., Superintendent

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is for Board members to vote for representatives to the California School Board Association (CSBA) 2017-2019 Delegate Assembly for Region 15.

#### **RATIONALE:**

Voting for Delegates is an action of the entire board; therefore, it is done at a public meeting and requires a majority vote. Each Board may vote for as many persons as there are positions to be filled within the region or subregion. If there is a tie vote, a run-off election will be held.

There are nine (9) vacancies at this time in Region 15. The ballot also contains a provision for write-in candidates. Terms are for two years beginning April 1, 2017 through March 31, 2019.

Ballots must be postmarked by the U.S. Post Office on or before March 15, 201 sketch forms and résumés were sent home for your review previously and in provote on February 15.	U 1
FUNDING:	
Not Applicable	
RECOMMENDATION:	
Approve representatives, list up to (9) nine names	to the Delegate
SPP/cg	

This complete, ORIGINAL Ballot must be SIGNED by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than WEDNESDAY, MARCH 15, 2017. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

### OFFICIAL 2017 DELEGATE ASSEMBLY BALLOT REGION 15

(Orange County)

Number of vacancies: 9 (Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2017 – March 31, 2019

Alfonso Alvarez (Santa Ana USD)	
Carrie Buck (Placentia-Yorba Linda USD)	
Bonnie Castrey (Huntington Beach Un. HSD)*	
Jeff Cole (Anaheim ESD)*	
Ian Collins (Fountain Valley SD)*	
Karin M. Freeman (Placentia-Yorba Linda USD	)*
Ira Glasky (Irvine USD)	
Diana D. Hill (Los Alamitos USD)	
Al Jabbar (Anaheim Un, HSD)	
Shari Rowalke (Huntington Beach City SD)	
Robert A. Singer (Fullerton Jt. Un HSD)*	
Suzie R. Swartz (Saddleback Valley USD)	
Dolores Winchell (Saddleback Valley USD)*	
Provision for Write-in Candidate Name	School District
Signature of Superintendent or Board Clerk	Title
School District Name	Date of Board Action

See reverse side for list of all current Delegates in your Region.



Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: Alfonso Alvarez, Ed.D.		CSBA Region-subregion #: 15
District or COE Name: Santa Ana Unified Sc	hool District	Years on board: Newly Elected
Profession: Social Service	Contact Number: 714-309-4072	E-mail: dralvarezschoolboard@gmail.com
Are you a continuing Delegate?   Yes No If yes, how long have you served as a Delegate?		

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

My desire to become a delegate is due to my belief that all children are entitled to a quality education. As a delegate to CSBA, this would allow me to interact with other delegates at a statewide level. For the past twenty two years, I have dedicated my life advocating for children as a counselor for abused children and as a social worker. I have over twenty five years of experience in community advocacy, primarily in the areas of gang prevention and gang intervention.

My sixteen years of experience as a union steward for the Orange County Employees Association has allowed me to develop my skills as an organizer. I have formal training as a community organizer through the National Association of Latino Elected and Appointed officials and the Southwest Voter Registration Project. My Master's and Doctoral degrees are in the field of Organization Leadership, the emphasis of this field if to help make organizations more efficient.

My professional and community experience, along with my education have provided me with the skills necessary to become a CSBA delegate.

Please describe your activities and involvement on your local board, community, and/or CSBA.

As a new board member, I have not been involved with CSBA. I have over twenty five years of involvement in my community as an advocate and approximately 22 years of professional involvement in my community as a social services professional. As a community activist, I have been involved in gang prevention, gang intervention, homeless issues and veterans issues. As a community activist, I have provided public comments at City Council meetings, school board meetings and at the state level, I have provided public comments at the California Community Colleges Chancellor's Office meeting and have provided testimony at a California Senate Veterans Affairs Committee. In 2014, I received a presidential appointment to the Federal Selective Service Board.

I have over ten years experience as a non-profit director. During the last ten years, I have served on the board of directors of SER, Jobs for Progress, a vocational school in Santa Ana, the Foundation for Survivors of Human Trafficking, Veterans First, which operates seven shelters housing approximately 120 homeless and disabled veterans, and the Orange County Chapter of the American GI Forum, the largest and oldest Congressionally chartered Hispanic veterans organization.

#### What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is the ability of board members to work together. Board members have differing values, beliefs, political ideology and educational philosophies. Although the majority of the board members may belong to the same political party, ideologies differ within political parties. CSBA can help by providing training to board members on how to overcome their differences in order to achieve a common goal.

Your signature indicates your consent to have your name placed on Signature:	the ballot and to serve as a Delegate, if elected.  Date: 1-5-17



Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: Curric Buck	CSBA Region-subregion #: <sup>15</sup>	
District or COE Name: Placentia-Yorba Linda Unified School District	Years on board: 6	
Profession: Non-Profit Executive Director Contact Number: 714-348-5951	E-mail: carries.buck@yahoo.com	
Are you a continuing Delegate?    Yes  No If yes, how long have you served as a Delegate?		

### Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in becoming a Delegate to have an greater impact on students in my district, Orange County, and California. I want to represent Unified Districts and that perspective. I would like to collaborate to have a collective impact on the education system in California.

I come from a family of educators and I have three children that attend Placentia-Yorba Linda Unified Schools. Before being elected six years ago to PYLUSD on PTA Boards, worked as a Special Education Paraprofessional in the district. I am the Executive Director of a homeless shelter in Placentia and work with families to help them regain self-sufficiency.

I have personally worked with and continue to work with English Language Learners. Special Education, and Homeless students. I can give input on the barriers they face, needs they have, and ways we can help improve learning environments and outcomes for them and additionally to all students. I look forward to working collaboratively to improve education in California. I would like to ensure the districts in California are able to continue to share best practices and advocate together on behalf of students, educators, and parents.

#### Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been serving as a Governing Board Member in Placentia Yorba-Linda Unified School District for 6 years. (2010-present) I am currently the Clerk of the Board and served as President in 2014. I have been a member of OCSBA and participate in most events each year. I have been the PYLUSD, PAGE Representative to OCSBA for the last 4 years. I have served as the Secretary on OCSBA Board of Directors for the last 2 years.

Professionally I am the Executive Director of a homless shelter. I am the current President of the Placentia Community Collaborative, a group of non-profits, businesses, local agencies, and service organizations who ensure that comprehensive and coordinated resources are available to support family needs.

I have the experience in education, as a School Board Member. I am a leader and bring people together to collaborate for a positive collective impact. I want to work with other Delegates in CSBA to continue to advocate and ensure the students in our districts have access to the best education we can provide.

#### What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Funding continues to be the biggest challenge we face in the upcoming years without addressing the inequity in the LCFF, PYLUSD is a district with one of the lowest income neighborhoods in Orange County yet, we do not receive supplemental and concentration funding. Nationally, it is important in the next few years to advocate for adequate funding for California and Special Education Funding.

CSBA can work together and advocate to our state and federal legislators, lobby for public education, and continue to provide an annual conference where Board Members can meet and take the opportunity for professional development.

Your signature indicates your consent to have your pame	প্যবিৰে on the ballot and to serve as a Delegate, if elected.
Signature: OCA	Date: January, 7, 2017

#### Carrie Buck

Executive Director at HIS House CarrieS.Buck@yahoo.com

4532 Mimosa Dr., Yorba Linda, CA 92886 714-348-5951

#### QUALIFICATIONS:

- Professional group manager with ten years community service and Board of Directors experience
- Experienced team leader and motivator, developing staff, volunteers and interns to achieve performance objectives
- Seasoned manager of manpower and financial budgets reducing expenses and increasing service levels
- Skilled in all aspects of program administration and development including grant response administration
- Active ambassador of the mission in the community including Chamber of Commerce
- Seasoned manager of operational, administrative and financial aspects of transitional living program
- Collaborative and professional interface with the Board of Directors in planning and achieving long-term goals
- Team leader of fund raising and charitable activities designed to increase contributions and community visibility

#### **EXPERIENCE:**

#### **Executive Director**

Homeless Intervention Shelter

Placentia, CA

2015 - Present

- Oversee all aspects of shelter planning, administrative and operational activities
- Manage all finance, budget, grant, donation, and fundraising activities
- · Train and develop staff, volunteers and interns in concert with organizational goals
- Directly manage development of policy and procedures, job descriptions, performance evaluations program goals
- Interface directly with Board of Directors and Executive Committee in developing [rogram and fund-raising goals
- Manage maintenance activities, energy conservation and water conservation efforts through education and feedback
- Develop funding mechanisms for strategic program goals through grans writing and find-raising
- Participate in community, service and philanthropic organizations in order to enhance public awareness

#### Owner/Entrepreneur

My Flippin Party

Placentia. CA

2010 - Present

- Developed and launched event services company that transforms a short live video into a Flipbook in seconds
- Extended brand to include full service photography, green screen, red carpet and 3-D photos
- Successfully created and promoted My Flippin Party brand on social media.
- Established long-term commercial relationships for repeat corporate events and referrals

#### Governing Board Member

Placentia-Yorba Linda Unified School District

Yorba Linda, CA

2010 - Present

- · Contributed to development of comprehensive strategic plan for the district administrative staff
- Supported organic growth in technical education programs and academies
- Secured partial funding for District wide music and arts program.
- Reinforced Board commitment to nutrition and wellness programs
- Championed support for relevant educational opportunities for all students

#### Special Education Instructional Aide

Valadez Middle School Academy

Placentia, CA

2010

Woodsboro Elementary School

Placentia, CA

2009 - 2010

- Worked with 6-8th grade students with disabilities on IEP goals
- Instructed students one-on-one, in small groups, and the entire class environments
- Shadowed students with discipline goals during breaks, general education classes, and electives
- Supported full inclusion initiatives with customized lesson planes, class work and homework

#### **EDUCATION:**

California State University Fullerton, BA - Human Services, May 2017

Fullerton College, AA - Human Services, 2011



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Name: Bonnie Castrey	CSBA Region-subregion #: 15
District or COE Name: Huntington Beach Union High School District	Years on board: 31
Profession: Mediator/Arbitrator/Fact Finder Contact Number: 714-963-7114	E-mail: bcastrey@earthlink.net
Are you a continuing Delegate? 🗷 Yes 🛘 No 🔝 If yes, how long have	you served as a Delegate? 30 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have deep knowledge of the education system as well as dispute resolution skills and advocacy skills. I travel throughout California chairing many fact finding panels and mediating labor-employment disputes. As a result I have knowledge about many school districts, large and small, rural and urban and the funding model under LCFF and how it impacts students and the operations of various districts. I deeply believe that public education is one of the cornerstones of our democracy. CSBA is the strong voice of public education and through that voice advocates legally and legislatively for all students. I can support those efforts by advocating both state wide and federally.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I remain active in various activities at all the school sites and have served or currently serve on many district committees, including Relationships by Objectives, Team Building through Communication, the Wellness Committee, Coastline ROP and am currently the Vice President of our Board. In that position, I frequently represent the Board in all three of our diverse communities. I serve on the Golden West College Foundation Board and am very active in community events including the AAUW, Sister City, the Yulin Chinese School and the Assistance League.

thave often served on CSBA Committees including three terms on the Nominating Committee, Chair of the Annual Education Committee, the Legislative Committee, The Collective Bargaining Task Force and as the CSBA representative to the state CIF. Locally, I have held many offices in the Orange County School Boards Association including the Presidency. In 2013 I was honored to receive the OCSBA Marian Bergeson Leadership Award. Over these years I have mentored new school board members.

#### What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Adequacy of school funding, both in the state of California and nationally. IDEA must be fully funded at the federal "promise" of 40%. The state must allocate significantly more resources to education and stop giving with one hand and taking with the other, as they did with the LCFF Funding and then placed a huge burden on local school districts for pension costs. CSBA must continue to advocate locally and nationally and teach all board members the importance of legislative advocacy in order to persuade both the State and Congressional Representatives of the increased needs of our students. With adequate funding districts could allocate resources for the multiplicity of needs of our students including mental health services, nutrition and full days of classes rather than limiting the numbers of classes a student can take. Adequacy of funding can also be addressed with the Education Legal Alliance. We must continue this fight for adequate funding, in both arenas, to get back to one of the top five states rather than, where we are now in the bottom five states.

Your signature indicates your co	nsent to have your name place	d on the ballot	and to serve as a Delegate, if elected.
Signature: 19 MILLE			12-13-16
	1		

### Bonnie Prouty Castrey Resume

Ms Castrey, originally a nurse by profession, has always taken an active role in education. She earned her three-year diploma in 1964 from Edward J. Meyer Memorial Hospital in Buffalo, New York, and her Bachelor of Science from California State University at Long Beach in 1972. In 1992, she completed her Juris Doctor at Western State University College of Law where she received a full scholarship based on scholastic achievement.

In 1972 she became a tenured instructor at El Camino College. She continues to teach mediation, negotiation skills, and arbitration at a number of colleges and universities as an adjunct professor. She also provides seminars on communication skills, group process, negotiations, facilitation, and building internal capacity for dispute resolution and dispute resolution skills. In 1978, County Supervisor Harriett Wieder appointed Ms Castrey to the Orange County Commission on the Status of Women. She served on the Commission for nine years. During that time she influenced public policy and in 1979, Conciliation Courts to mediate child custody disputes were established in the Orange County Superior Court.

Since 1985, Ms Castrey has served her community as an elected Trustee of the Huntington Beach Union High School District. The District encompasses three cities and has six comprehensive high schools, one continuation school, alternative education and adult education programs serving over 16,000 students. She has served eight terms as President of the Board. One of her most significant contributions to the school district has been the initiation of the Relationships By Objectives (RBO) for certificated staff and Team Building through Communication (TBC) for classified staff which brought labor management peace to the district through collaborative problem-solving.

In 1986, the Board placed a significant emphasis on creating a climate in which women and people of color could thrive and succeed in climbing the administrative ladder. Hence, it is now our culture to have women and people of color in leadership positions.

Ms Castrey served 10 1/2 years as the HBUHSD Representative to the Coastline Regional Occupational Program and served as President of that Board twice. She has attended the statewide legislative meetings of CARCROP and spoken out on the need for funding and adequately supporting Career and Technical Education. She is currently serving a new two-year term on Coastline ROP and is the Vice President this year.

As a member of the Golden West College Foundation and former Chair of the Center for Excellence in Education Foundation, she has helped raise money for teachers and the Arts/CAPPIES in Orange County. Ms Castrey was also instrumental in the formation of the HBUHSD Academy for the Performing Arts in 1989. That academy has grown from 80 to more than 700 students, and the academy has won over 25 CAPPIES, many Macy Awards, and other significant recognitions over these years. Its students and staff are nationally and internationally recognized.

Ms Castrey is an internationally recognized specialist in dispute resolution. She has assisted parties in reaching agreements through mediation in diverse industries from education and construction to theme parks and transportation. She specializes in employment and labor/management issues. In her more than three decades of neutral practice, Ms Castrey has assisted parties in over 2,500 disputes. As an active member of the Society of Professionals In Dispute Resolution (SPIDR), she co-edited the International "SPIDR News" newsletter for ten years, served on the Board of Directors 1987-1992, and served as the International President in 1990-1991.

Ms Castrey helped found and serves on the boards of directors of numerous organizations, including the California Foundation for the Improvement of Employer-Employee Relations (CFIER) and The Mediation Center and the California Dispute Resolution Council (CDRC). She chaired the American Arbitration Association's Orange County Employment Mediation Advisory Council from 1995-1999. She chaired the Center for Collaborative Solutions (CCS) which resulted from the merger of CFIER and The Workplace Institute until 2014.

Ms Castrey holds numerous awards for her professional and community activities and speaks nationally and internationally on comparative dispute resolution systems in the United States. In 1995 President Clinton appointed Ms Castrey to a five-year term as a Member of the Federal Service Impasses Panel (FSIP). In 2000, the President reappointed her as Chair of the Federal Service Impasses Panel (FSIP) where she served until January of 2002. In March and April of 1999, she served as a Visiting Scholar at Edith Cowen University, Perth, Australia, and in January of 2000, she was a Guest Lecturer at Harvard's John F. Kennedy School of Public Policy. In 2010 she was awarded a Life Time Achievement Award by the Labor Employment Relations Association. She is currently serving as the McKelvey Neutral in Residence for School Year 2014-15 at Cornell's ILR School.



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Name: Jeff Cole		CSBA Region-subregion #: <sup>15</sup>
District or COE Name: Anaheim Elementary School District		Years on board: 6
Profession: Teacher Co	ontact Number: 714-928-3731	E-mail: colej189@gmail.com
Are you a continuing Delegate?	Yes Do If yes, how long have y	ou served as a Delegate? 2 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I wish to continue on the delegate assembly as a change agent. I have had an extensive career in special education and educational leadership. I have been both a special and general education teacher at the elementary, middle, and high school levels. I am presently a special education teacher, RSP department chair at Ball Junior High School in Anaheim, California, and on a school-site committee planning staff professional development. Additionally, I asked by my fellow board members to continue representing the Anaheim Elementary School District on the CSBA Delegate Assembly. I presently hold a doctoral degree in educational leadership and have served public education for over twenty years. I respectfully ask for your vote to continue serving on the delegate assembly.

#### Please describe your activities and involvement on your local board, community, and/or CSBA.

As a school and district leader, I have formulated policy and evaluated district personnel in the implementation of Common Core, special education inclusion, Project Based Learning, and Universal Design for Learning. I have applied my doctoral-based research in implementing special education inclusion at the junior high level and writing policy for the elementary level. Additionally, I have worked with district leaders in the Anaheim Elementary School District to design community-centered and theme schools, and community-based charters. I am currently drafting a community-based legislative proposal, which may affect policies and guidelines for charter schools within the state of California.

As an Orange County delegate to the Delegate Assembly of the California School Boards Association, I have worked with CSBA lobbyists regarding state education policies. I have developed working relationships with fellow education leaders across the state of California to foster research-based education reform.

#### What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I see two significant challenges: 1. Maintaining local school board autonomy from state and federal policies; 2. Supporting districts in fostering effective and fully inclusive schools that address varying needs within a single classroom.

Your signatu	ire indicates yo	our consent to have your name pla	ced on the ballot and to serve as a Dele	eate, if elected.
Signature:	Jeff Cole	Improve regions by and ages for reposition prints the surround and surround and surround and story over to by regions region.	Date: 12/22/2016	,,
7	1/10	1/-		_

1235 North Citron Lane, Anaheim, CA 92801 - (714) 928-3731 - colei189@gmail.com

#### Summary

School site leader, teacher, and elected leader offering a strong educational background and more than 20 years of teaching and instructional leadership experience.

#### Education

Ed.D. Educational Leadership	08/2015
California State University, Fullerton	
M.S. Special Education/CLAD Certification	1999
National University, San Diego, CA	
M.A. Social Sciences	1994
California State University, Fullerton	
B.A. Political Science, with a minor in German	1989
Brigham Young University, Provo, Utah	

#### **Professional Experience**

Elected Board Member – Anaheim City School District 2010-Present

- Created board goal for Anaheim City School District to begin district-wide 6<sup>th</sup> grade co-teaching inclusion and fostered multi-tiered approaches to inclusion
- Facilitated the implementation of co-teaching strategies within the ACSD district
- · Initiated ACSD's Community-based schools, with a curricular focus

#### RSP Department Chair/Teacher- AUHSD

2001-Present

- Represented AUHSD in the O.C. Alliance on Special Education and the Common Core
- Taught general education world/U.S. history/government
- A GRIP mentor
- Developed instruction and assessment, incorporating "Teach To The Future" classroom technology, Project Based Learning, and Universal Design for Learning, in the context of universal access within the general education classroom

#### Other Related Work Experience

- SDC Teacher, Bellflower Unified School D. (1998-2001)
- Teacher AUHSD Adult Education Program (2005-2010)
- ACCESS Teacher, Orange County Department of Education
- Juvenile Detention Teacher, OCDE
- Adult Transition Teacher for the Severely Disabled, AUHSD

#### **Professional Memberships**

California Association for Bilingual Education (CABE)



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Name: Ian Collins	CSBA Region-subregion #: 15
District or COE Name: Fountain Valley School District	Years on board: 8
Profession: Retired School Administrator Contact Number: 714.968.7057	E-mail: jcollins7057@gmail.com
Are you a continuing Delegate? Yes No If yes, how long ha	ve you served as a Delegate? 2 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

- \* I am a graduate of the CSBA Masters in Governance Program.
- \* I am on the Orange County School Board Executive Board.
- \* I regularly attend OCSBA/ACSA general dinner meetings.
- \* I have attended 8 CSBA Annual Education Conferences.
- \* I have always been keenly committed and passionate about public education.
- \* I would like to serve as a delegate for Region 15 as a way of being an advocate for children and education.

#### Please describe your activities and involvement on your local board, community, and/or CSBA.

- \* I am serving my third term on the Governing Board of the Fountain Valley School District.
- \* I have seved on my district's Action Committee for Education (ACE) for 10 years and attended 9 Sacramento Safaris.
- \* I served on the Superintendent Parent Council (SPC) for 4 years and am an active member of the Fountain Valley Schools Foundation.
- \* I have served on the Huntington Beach Children's Needs Task Force for 10 years and served as Ad Hoc representative to the City of Huntington Beach.
- \* I hodl a Bacherlor of Arts with an emphasis in georgraphy and a Masters of Arts with emphasis in both political science and geography, and a lifetime administrative credential.
- \* I taught for 5 years and was a school assistant principal and principal for 29 years.
- \* I was awarded the Golden Oak Award and the continuing Service Award by PTA, as well as the Outstanding Contribution to Education Award by OCDE and the Outstanding Service Award by FVSD in 2014 in recognition of volunteerism in our district.

#### What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- 1. Equity and opportunities for all students.
- 2. Pertinent information on topics that help Board members be more effective in governance.
- 3. Enacting the LCFF in a complete and thorough manner.

These three items are critical for all Board members in the coming year.

Your signature indicates your consent to have your name	placed on the ballot and to serve as a Delegate, if elected.
Your signature indicates your consent to have your name Signature:	



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Name: Karin M. Freeman	CSBA Region-subregion #: 15
District or COE Name: Placentia-Yorba Linda Unified School District	Years on board: 27
Profession: Former So. Cal. Edison Supervisor Contact Number: 714-777-0686	E-mail: kmfinylca@aol.com
Are you a continuing Delegate?  Yes  No If yes, how long have y	ou served as a Delegate?

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Education always has and will have challenges to meet. As a current delegate, I value working with other delegates in Region 15 as well as with other delegates throughout California, helping to chart the course of CSBA's role in addressing the issues confronting education. Regardless of district size, demographics, or location, all of us want the best for the students we serve. The strength of CSBA lies in that collaborative leadership and problem-solving work. I learn from this process and share with my colleagues, strive to be collaborative, and discover better ways to deliver a quality education in our public schools.

My experience as a board member began in a K-8 district, followed by a K-12 unified school district and, additionally, an ROP. These all have given me a strong foundation to better serve the interests of our students. The communities we represent expect us to grow in our boardsmanship skills which, in turn, can assist us in seeking greater opportunities for the youth in our schools. As a delegate, I will work to assure CSBA remains effective, transparent, and accessible for all board members in our state.

#### Please describe your activities and involvement on your local board, community, and/or CSBA.

The initial experience of being a K-8 board member provided an excellent introduction into the needs of a district. Following the merger into a larger district, my involvement has widened significantly in the ensuing years. Now a board member of a unified and an ROP, my activities and roles have become numerous.

I have been a member of the Orange County School Boards Association Board of Directors since 1993 and have the opportunity to give input into regional matters and to update with other board members in Orange County. Since 2007, I have served on the Orange County Committee on School District Organization. This committee handles very unique and relevant issues and has taught me a great deal about the differences and similarities among the many districts.

Another way I have gained more experiences and information has been as a Golden Bell Validator. These visits to other districts have allowed me to better see many different programs in action.

Beyond the realm of education, I remain committed to the Chamber of Commerce and the local historical societies.

#### What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Most prominent in my mind is that a fiscal downturn has the potential to effect many aspects of public education including the teacher shortage, aging facilities, and expanding opportunities for career-technical education. CSBA needs to maintain its efforts to demand funding that will help districts recruit, train, and retain teachers and substitutes. Influencing legislation which aides professional development, deals with college debt, and secures affordable housing will improve the lives of future teachers.

Many districts are struggling to modernize their schools for both safety as well as for technology infrastructure. CSBA should remain an active advocate for more funding for facilities so as to assure that children throughout California are not shortchanged by aging facilities. Similarly, funding for expanding career-technical education necessitates increased investment into state-of-the-art equipment and qualified teachers.

Your signature indicates your consent to have your name placed o	on the ballot and to serve as a Delegate, if elected.
Your signature indicates your consent to have your name placed of Signature: 1000 Mr Julian	Date: 12-20-14

# KARIN M. FREEMAN Candidate for CSBA Delegate Assembly Region 15

#### EDUCATIONAL LEADERSHIP EXPERIENCE

- Board member, PYLUSD Board of Education since 1989
- Board member, North Orange County Regional Occupational Program since 1991
- Member, Orange County School Boards Association Board of Directors since 1993
- Member, Orange County Committee on School District Organization since 2007
- Delegate, California School Boards Association since 2002
- CSBA Golden Bell validator multiple times
- Masters in Governance graduate, CSBA
- Involved with the Business Booster Club at El Camino High School since 2006
- Former CSBA Governmental Relations Chair, Assemblyman Duvall
- Board member, former Yorba Linda Elementary School District (1986-1989)
- Past PTA President at Linda Vista Elementary, 2 terms
- Past Site Council member, Linda Vista Elementary
- Volunteered at district schools in the district, 9 years at one and 5 years at another
- Active leader in the merger of Placentia Unified School District with Yorba Linda Elementary School District in the late 1980's

#### CIVIC INVOLVEMENT/ACTIVITIES

- Member, Yorba Linda Chamber of Commerce since 1984 including terms as a director and executive board officer; currently a member of the Education Committee
- Member, St. Jude Medical Center Community Benefit Committee since 1999
- Yorba Linda Veterans Memorial Committee, 2006-2009
- Founding member/current committee chair, Yorba Linda Historical Society
- Member, Placentia Founders Society
- Steering Committee member, North Orange County Leadership Institute 1994-2000
- Member, former Placentia-Yorba Linda Child Care Task Force
- Treasurer, YL4ED, an education foundation for the former Yorba Linda School District

#### EDUCATION/PROFESSIONAL/PERSONAL

- B.A., Political Science, UCI
- Lived in Germany for two years post university
- Former technical English teacher, IBM Germany
- Former customer service supervisor, Southern California Edison
- 1990 Recipient of Honor, Orange County Commission on Status of Women
- 2005 Marian Bergeson Award, Outstanding Board Member in Orange County
- Married 47 years with two children graduating our public schools; 5 grandchildren in PYLUSD elementary schools and district preschool

My experiences as a board member in a K-8, a K-12, and an ROP have provided a strong foundation to better serve the many interests of our students. I welcome any questions or comments about my candidacy for re-election to Delegate Assembly. Please contact me at 714-777-0686 or at <a href="mailto:kmfinylca@aol.com">kmfinylca@aol.com</a>.



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Name: Ira Glasky	L all	CSBA Region-subregion #: 15
District or COE Name: Irvine Unified S	chool District	Years on board: 2.5 years
Profession: Attorney	Contact Number: 714.393.4578	
Are you a continuing Delega	te? ☐ Yes	u served as a Delegate?

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have been committed and involved with legislative advocacy for all of my professional life. I have served as a staff member in both the California State Assembly and the United States Senate and was a lobbyist responsible for government affairs policy on all levels of government for one of the largest chambers of commerce in California. I am now an attorney and real estate developer with a focus on land use, local government, election and political law. I believe that this experience as a legislative advocate has allowed me to be an effective member of the Irvine Unified School District Board and I am excited about the opportunity to serve and contribute this experience to the CSBA Delegate Assembly. Given the myriad of challenges facing school boards throughout the state, the role of CSBA as an advocate for our districts and their students has become more important than ever. There is no other interest group in California that involves and affects as many people as our public schools. CSBA's influence and effectiveness is predicated upon the unified representation and support of its member school districts and county offices of education. As such, I would be honored to serve as a member of the CSBA Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served our Irvine schools as a volunteer for over 15 years including the last 2 ½ years as a member of the Irvine Unified School District Board of Education. My involvement on the Board has allowed me to serve as a member of the Irvine Child Care Project Board and liaison to the IUSD Special Education Community Advisory Committee, Irvine Public Schools Foundation Board, the Irvine Emergency Preparedness Interagency Collaborative, and the Irvine Chamber of Commerce Government Affairs Committee. I was a past member of the IUSD Finance Committee and spent 5 years as a School Site Council member, 2 years on a PTA executive board, and involved with high school athletic boosters club. Outside of the schools, I served as a member of the City of Irvine Aquatics Advisory Board, President of the Irvine Swim League, and member of the Irvine Junior Games Committee. I also volunteered for 6 years as a Board Member of the Orange County Chapter of the American Red Cross.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Ensuring funding for school districts that is both equitable and adequate is a crucial issue facing local governing boards and thus must remain a key priority for CSBA. The organization needs to narrow the gap between the have and have-not school districts when it comes to funding. Serving as both a steadfast advocate and a resource for state legislative representatives and government staff on this and other education issues is a crucial role for CSBA. Focusing internally, CSBA needs to remain a leader and partner for our members about ensuring that their local decision-making focuses less on politics and more on students. This collective commitment to students and ensuring that they have the best educational opportunities possible needs to inform each and every action taken by both our local boards and CSBA and Delegate Assembly plays an important role in ensuring success in that goal.

Your signature indicates your consent to have	your name placed on the ballot and to serve as a Delegate, if elected.
Signature:	Date: 01/07/2017



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Name: Diana D. Hill District or COE Name: Los Al USD		CSBA Region-subregion #: 15
Profession: Director RE Education	Contact Number: 310-720-7677	E-mail: dhill@losal.org
Are you a continuing Delegate? 🔲 Yes 📳 No 🔝 If yes, how long have you served as a Delegate?		

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I believe in public education and I want to help facilitate a great education for all students in California. Skills and experiences:

Collaborative

Committed to Students

I keep "the main thing teh main thing"

Leadership for the past 20 years

Please describe your activities and involvement on your local board, community, and/or CSBA.

President of the LAUSD School Board 2015
Former President of LAUSD Education Foundation
Former Chair of School Bond
Former Chair of Bond Oversight Committee
Board Memeber of Pathways

Skillful at finding balance

Masters in Governance with 1 ½ sessions to finish Completed Presidents CSBA workshop

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

There are two:

1) Consistency of fundign model. School districts need to have consistency so they can plan their budgets,

2) GASB 45

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature

Date

1/4/2017



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Name: Al Jabbar	CSBA Region-subregion #:1 5
District or COE Name: Anaheim Union High School District	Years on board: 3-plus
	-
	E-mail: <u>alkamaleejabbar@gmail.</u> com
Are you a continuing Delegate?   Yes No If yes, how long have you	ou served as a Delegate?
Why are you interested in becoming a Delegate? Please describe the skills and expe	eriences you would bring to the Delegate
Assembly. I am very much interested in becoming a delegate becau	se of CSBA's importance in
developing and supporting education policy. Today, mor	
school board members need to unite in a collective voi	
local governance. This is especially important as it r	
of non-locally authorized corporate charters and a pot	
vouchers, as we might expect under the incoming admini	
Secretary of Education Betsy DeVos. Because the AUHSD,	
has been at the forefront of the chrter school transpa	rency movement, as a CSBA
delegate, I would be in a position to share our action	in relation to the anti-public
school forces with my colleagues across the state. Please describe your activities and involvement on your local board, community, and	I/ con s
governance workshops and conferences since coming on t	
representing the AUHSD Board at school and district-re	
active in the community as a resident of Anaheim and f	
whom is attending local public school. For example, I	
from a Parent Leadership Academy graduation to a choir	
accessible to parents, who often contact me to seek in	
provide solutions to challenges. I also have great rel the importance I place on gaining the "student voice."	
the community gives me a greater understanding of all	
What do you see as the biggest challenge facing governing boards and how can CSBA	
I believe the greatest issue facing governing boards	•
local control from non-locally authorized corporate ch	
a charter, the law allows a charter authorizer to seek	
state boards of education. That turns the idea of loca	
charters are not subject to the same governance, finan	ce, transparency, and oversight
requirements that public schools are subject to under	the law. That has to change and
CSBA is in a position to lead the conversation around	policies and legislation that
levels the playing field.	

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:

Date: 12-21-2016

Al Jabbar was appointed to the Board in January 2013. With his election in 2014, Mr. Jabbar became the first Sri Lankan-American to hold public office in the United States. In the run-up to the election, he was endorsed by many elected leaders in Orange County and the State of California, including U.S. Congressman Lou Correa; Orange County Sheriff Sandra Hutchens; and State Superintendent of Public Instruction Tom Torlakson. He was also endorsed by many local elected leaders.

Growing up, Mr. Jabbar was an active member of the United Nations Club and played basketball for college. He migrated to the United States in 1996 and attended Cypress College, where he was elected as Student Senator, Student Body President, and Student Trustee. He then went on to Cal State Fullerton, where he received his Bachelor's degree and was also the Vice President of the American Marketing Association. He moved on to receive his Master in Public Administration from Cal State Long Beach.

After graduating, Mr. Jabbar became very active in his city and in the Sri Lankan community in the United States. He was appointed and served for seven years as Cultural Heritage Commissioner for the city of Anaheim. He was elected as the Communications Director for the Orange County Young Democrats, where he served for one year. Al also served as Board Member for the Orange County Employees Association, the largest public employee union in Orange County.

He held numerous positions with the Sri Lanka Muslim Association of California and was elected as President of the organization. During his tenure, he was instrumental in implementing and providing relief projects to Tsunami victims, and other welfare projects in Sri Lanka. He also held many positions with an expatriate group. Mr. Jabbar is a frequent master of ceremonies for many Sri Lankan events in Southern California, including the official Sri Lanka Independence Day celebration every year. He was invited by the Consul General of Los Angeles to introduce the President of Sri Lanka during the historic visit by the Honorable Mahinda Rajapakse.

A resident of Anaheim for more than 14 years, Mr. Jabbar has worked to make neighborhoods safe and free of violence. To that end, he helped organize a general Community Forum and a Community Police Forum in Anaheim. He assisted the West Anaheim Neighborhood Development (WAND) committee in organizing events such as the traditional Christmas Tree Lighting, where he served as master of ceremonies, and the annual community barbecue, where he was again master of ceremonies. Additionally, Mr. Jabbar helped WAND inform residents of development issues. He also worked with community groups in the South Anaheim District to make neighborhoods safe and clean, while heading up two non-profit organizations that raise funds for community projects and scholarships for needy students.

Mr. Jabbar works as a program supervisor for Correctional Health Services at the Health Care Agency of Orange County. He is the son of Mohamed Ismail Abdul Jabbar, a retired attorney, and Ainool Khair Jabbar, former principal and teacher. He and his wife have two children.



### 2017 Delegate Assembly Candidate Biographical Sketch Form DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: Shari Kowalke	y	CSBA Region-subregion #: 15
District or COE Name: Huntington Beach City School District		Years on board: 5
Profession: Designer	Contact Number: 714-366-1133	E-mail: boardkowalke@hbcsd.us
Are you a continuing Delegate	? 🗆 Yes 🖥 No If yes, how long have	you served as a Delegate? 11/2

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to serve as a delegate for Region 15 to allow me to advocate for children and education. I have been an PTA volunteer advocate for 13 years, attending the 4th District Sacramento Safari several times as well as local advocacy and legislative events in Orange County in support of students and education. Additionally, I am a graduate of the CSBA Masters in Governance Program and I have attended the CSBA Annual Education Conference every year since being appointed to the Hunnington Beach City School District's Board of Trustees.

I am the proud daughter of two public education teachers. My daughter recently graduated from high school and my son is a 9th grade student. Both of my children have received the highest quality public education from my school district as well as the high school district.

I believe that my experience, enthusiasm and skills have prepared me to successfully contribute and collaborate on critical issues facing all children.

Please describe your activities and Involvement on your local board, community, and/or CSBA.

During my time on the Board, I have served as Board Clerk, Vice-President and President. During my term as President of the Board of Education I focused on strengthening relationships with both associations within the district. In my time as a Board Member, I have strongly supported our district's transition in utilizing research based strategies for our educators, as well as the implementation of the four C's (Critical Thinking, Collaboration, Communication and Creativity) which is reflected in the tremendous growth of our students.

As I mentioned, I have served our students, community and schools as a PTA leader holding various positions in multiple schools as well as the Huntington Union Council PTA. Additionally, I have served on various committees in the district and support organizations, such as the Huntington Beach Educational Foundation.

#### What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- 1. Setting Policy As new laws and changes in education are enacted or mandated, CSBA needs to set accurate and concise policies. These policies need to be clearly communicated to Board Members to allow them to be more effective in governance.
- Equity and Opportunity This applies to all children. CSBA needs to look forward to the global markets and what is going to be needed in education to meet these future demands. As well, how education be funded beyond the '07-'08 LCFF standard.
- 3. Federal Influence Now, possibly more than ever, CSBA will need to make concerted efforts to influence federal policy makers regarding public education as well as communicating federal policies that effect our students in a timely manner.

Your signature indicates your consent to have your name placed o	n the ballot and to serve as a Delegate, if elected.
Signature:	Date: 1.6.17

## Shari Kowalke Professional Resume

Name:

Shari Kowalke

Profession:

Graphic Designer (24 years)

Huntington Beach City School District Governing Board Member

(5 ½ years)

Volunteer Experience:

PTA - President, Executive Vice President, Vice President Membership,

Vice President Programs, Newsletter Editor, Communications Chairperson, Advocacy Chairperson, Art Masters Chairperson, Parliamentarian and Honorary Service Award recipient.

Site Council Member - Moffett Elementary and Edison High School

HBCSD Committees - Parent Education, STEM Collaboration, Bond

Measure

**Huntington Beach Education Foundation** – Board Liaison, Donation

Coordinator, Event Organization and Volunteer

School Site - Room Parent, Classroom Volunteer, Art Masters Instructor,

Best Foot Forward Reading Partner, Field Trip Chaperone, Curriculum

Support, etc.

CIBACS Foundation at Edison High School - (Center for International

Business and Communications Studies) President, Program Judge,

Chaperone, etc.

Governance Experience: Currently serving as the Clerk of the Board, Vice President, Member, and

Past President.

Board representative to the Orange County School Board Association's

Political Action Group Effort meetings.

**Contact Information:** 

Email: boardkowalke@hbcsd.us

Cell #: 714-366-1133



# 2017 Delegate Assembly Candidate Biographical Sketch Form DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 fax: (916) 371-3407 | or email: nominations@csba.org.

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Name: Robert A. Singer, Ph.D.	CSBA Region-subregion #: 15
District or COE Name: Fullerton Joint Union High School District	Years on board: 36 years
Profession: Ret. aerospace engineer/managerContact Number: (714) 871-6326	E-mail: sing4us@aol.com
Are you a continuing Delegate?  Yes  No If yes, how long have yo	u served as a Delegate? 16 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a 16-year Delegate Assembly member, I believe I have contributed to and been effective in working with my fellow Orange County delegates in constructively influencing the specific and general decisions of the CSBA. I wish to continue assisting CSBA and school board members to: obtain adequate funding to meet the full spectrum of educational needs and mandates; preserve local control to allow districts to meet their unique student and district needs/contraints; establish a thoughtful, integrated, statewide educational framework to help guide legislative and agency directions to state schools; ensure implementation of meaningful, educationally sound, stable, and cost-effective State educational accountability and standards systems; evolve high payoff and supportable approaches to incorporating and maintaining educational technology; and enhance educational governance. As your delegate, I was elected by the Delegate Assembly to the CSBA Nominating Committee and was selected to serve as a Golden Bell local validator.

#### Please describe your activities and involvement on your local board, community, and/or CSBA.

Served eight terms as Board President; served fifteen years to date on the Orange County Committee on School District Organization; served earlier on the Orange County School Boards Association with a term as Director for High Schools and as a Trustee for the North Orange County Regional Occupational Program (currently as an Alternate); served on the City of Fullerton Economic Development Team; initiated and supported comprehensive District assessment program successfully utilized for 25 years; contributed to increased student educational opportunities, curriculum enhancement, new magnet programs, vocational offerings, and higher academic standards; contributed to more effective long-range planning, thoughtful introduction and utilization of technology, and improving instructional excellence; helped passage of two school facility bonds and contributed to assuring timely, within-cost construction of new classroom buildings and modernization of each school.

### What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge for CSBA is to be effectively involved in multiple critical thrusts to meet educational governance needs in the face of the current dynamics in the economy, political environment, classroom instruction, and changing standards. We must (a) help assure adequate and stable education funding in order to educate all students competitively; (b) help ensure and protect local school district flexibility and control of public education policy, management, and resource allocation decisions in order to allow disparate districts to best meet both common and unique needs; and (c) help develop changes to California education laws and policies that strengthen the ability of all school districts to best meet the educational challenges for our children, including enhancements in accountability, employee evaluation and tenure, charter schools and non-public education alternatives, mandates and additional State-imposed expenses, etc. The current wildcard in educational governance is the expected near term changes to the Federal role in public education, including items such as vouchers and charter schools, implications on Common Core standards, and changes in amounts and criteria for Federal educational funding. We must assure that CSBA is well equipped to offer an effective platform and a strong, respected voice.

Your signature indicates your consent to have your name	placed on the ballot and to serve as a Delegate, if elected
Signature: Kovert L. Single	placed on the ballot and to serve as a Delegate, if elected.  Date: December 12, 2016



### 2017 Delegate Assembly Candidate Biographical Sketch Form DUE: Saturday, January 7, 2017

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Name: Suzic R. Swartz		CSBA Region-subregion #: 15
District or COE Name: Saddleback Valley Unified		Years on board: 16
Profession: PR Consultant	Contact Number: 949-830-5924	E-mail: suzieswartz@cox.net
Are you a continuing Delegate	Yes No If yes, how long have y	you served as a Delegate? 6 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I believe my work on Orange County School Boards Association (OCSBA) and the OC Education Coalition in my local district and as a member of Delegate Assembly, has prepared me to fairly represent the interests of our region as platforms and guidelines are formed in Delegate Assembly. The policy direction and guidelines that Delegate Assembly sets can help guide state and federal policy makers as well as local school boards to make decisions that truly benefit the children we serve. In addition, Delegate Assembly's voice helps inform and can improve public perception of our schools. I believe I have the experience, skills and enthusiasm to respectfully continue to collaborate with colleagues and contribute to the strength of Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

(1) Have served terms in all board offices, including a fourth term as President; (2) Legislative Chair of Orange County School Boards Association and have served in various capacities on the Board of Directors for the past 12 years, including three terms as president; (3) Served on 2014 CSBA Nominating Committee; (4) Member of the Orange County Education Coalition steering committee; provided public relation services to promote coalition rallies and events over the past 16 years; (5) Serve on the Coastline ROP Board and served as representative to the South County Chamber of Commerce Governmental Affairs Committee; (6) Helped establish the SVUSD Arts education Alliance and have served many terms on PTA and PTA council executive boards along with music and athletic booster boards, including terms as president and legislative action chair; (7) Served on Orange County Dept. of Education Character Education and Early Childhood committees, and (8) In 2000, coordinated and implemented positive youth development workshops training hundreds of teachers, administrators and parents in Saddleback Valley Unified and Capistrano Unified.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- 1. Adequate, fair and equal, and stable funding for all schools in California. Currently LCFF funding does not keep pace with rising costs, and "like" schools with the same concentrations of the same student demographics do not receive the same funding.
- 2. The teacher shortage it is becoming more difficult to attract and retain high quality teachers in our classrooms. With approximately a third of California's teaching force nearing retirement, it is projected that we'll need about 100,000 new teachers over the next 10 years.
- 3. Increase efforts to influence state and federal policy makers' and the public's perception of effective education reform, Common Core and the need for a "level playing field" with Charter Schools.

Your signature indicates your can	sent to have your pame placed	on the ballot and to serve as a Delegate, if elected
Signature: - Would	Qurant	on the ballot and to serve as a Delegate, if elected  Date: 12-12-16
154.4		

### Suzie R. Swartz for CSBA Delegate Assembly Region 15

#### School District

Saddleback Valley Unified School District (SVUSD) – first elected in 2000

#### Experience

- Four terms President SVUSD Board of Education also served as Vice President, and Clerk
- Six years representing Region 15 in Delegate Assembly
- Served on the 2014 California School Boards Association Nominating Committee
- Legislative Chair of Orange County School Boards Association (OCSBA) served three terms as President, Vice President and Political Action Group Effort Chair
- Member Coastline ROP Board including one term as President
- Member Orange County Education Coalition Steering Committee; volunteered public relations services to promote coalition rallies and events
- California School Boards Association Federal Government Relations Rep 2004-05

#### Community Service

- Recipient OCSBA Marian Bergeson Award for outstanding governing board service and community service to promote and enhance public education.
- Recipient Phi Delta Kappa Citizen of the Year Award for community service to our public schools.
- Founding member Saddleback Valley Arts Education Alliance
- Past PTA President and PTA Council Executive Board Member for several terms
- Coordinated and implemented positive youth development training for teachers, administrators and parents in SVUSD and CUSD.
- · Served on School Site Councils, high school band, athletic and Model UN booster boards
- Room mother/Classroom Volunteer
- Community Advisory Board for South County Family Resource Center (SCFRC) Developed/implemented a bilingual preschool Story/Activity Hour for SCFRC.

#### Education

- Bachelor of Arts, University of California at Los Angeles
- Masters in Governance Program, CSBA
- Early Childhood Education Credits Saddleback Community College

#### **Employment**

- Public Relations and Marketing Communications Consultant
- Preschool Teacher

My work with OCSBA, OC Education Coalition, and in my local district has prepared me to fairly represent the interests of our region. Delegate Assembly provides a powerful voice to guide policy makers' decisions, inform and improve public perceptions and positively impact public education. I believe I have the skills, experience and enthusiasm to respectively collaborate with colleagues on the critical issues facing our public schools and the children we serve. Please feel free to contact me at 949-830-5924 or suzieswartz@cox.net.



### 2017 Delegate Assembly Candidate Biographical Sketch Form DUE: Saturday, January 7, 2017

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Name: Dolores Winchell		CSBA Region-subregion #: 15
District or COE Name: Saddleback Valley Unified		Years on board: 6
Profession: Corporate HR Manager Contact Number: 949 400-3621		E-mail: dolores.winchell@gmail.com
Are you a continuing Delegate?	☑Yes ☐ No If yes, how long have	you served as a Delegate? 2 yrs

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in continuing as a Delegate because my 13 years as a PTA volunteer and 6 years of board service have instilled in me a passion for public education. I believe that with my background of volunteer, parent and board experience, I can contribute to the important work of CSBA.

Prior to board service I attended school board meetings for 13 years and served in multiple leadership roles in PTA including President at Elementary, High School and Council (district level). In addition, I campaigned for the Facilities Bond Measure and then served as the Vice Chairman of the COC for six years visiting numerous construction and modernization projects. I support bond measures and believe that state matching funds are critical to local districts for maintenance and modernization of facilities.

Please describe your activities and involvement on your local board, community, and/or CSBA.

In the past 6 years I have served as SVUSD board president, vice-president, and clerk.

With both of my kids in HS music for 8 consecutive years, I was an active band booster and have continued to support music programs and the arts in our schools, as I believe they provide students with opportunities for a well-rounded education. We need to seize opportunities to restore Music and The Arts in conjunction with STEAM and Common Core.

I served two years on the ROP board as president and vice-president, and I am an avid supporter of CTE. ROP delivers rigorous CTE classes which are in high demand in our district and accomplishes this much more economically that we are able. I believe we need to provide multiple career pathways for our diverse student population and ROP serves as an excellent partner to meet that objective.

What do you see as the biggest challenge facing governing boards and how can CSBA help address It?

Adequate funding and closing the opportunity gap. CSBA can help by advocating to move California education funding up from the bottom of the 50 states closer to the top and getting all mandates fully funded.

Your signature todicates your	consent to have your name	me placed on the hallot	and to serve as a	Delegate, if elected
Your signature indicates your Signature:	W ININ	Moldate:	13/15/1	الم

### **Board Meeting**

TITLE: Adoption of Resolution No. 16/17-3166 - Proclaiming February, 2017

as School Counselor Month

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 adoption of Resolution No. 16/17-3166 - proclaiming February, 2017 as School Counselor Month.

#### **RATIONALE:**

This annual event highlights the tremendous impact school counselors have in helping students achieve school success and plan for a career. This month is a perfect time to recognize the work of counselors across the District. Counselors support students in many ways: providing students with academic, college/career, and social/emotional development. This recognition honors these counselors who implement comprehensive school counseling programs, a vital part of the educational process for all students as they meet the challenges of the 21st century.

LCAP goal 3.4: "Support school and district operations to create welcoming and productive school environments."

#### **FUNDING:**

No Fiscal Impact

#### **RECOMMENDATION:**

Adopt Resolution No. 16/17-3166 proclaiming February, 2017 as School Counselor Month.

LP:sz

1	RESOLUTION NO. 16/17-3166
2	BOARD OF EDUCATION
3	SANTA ANA UNIFIED SCHOOL DISTRICT
4	ORANGE COUNTY, CALIFORNIA
5	
6	Proclamation Declaring February as School Counselor Month
7	
8	WHEREAS, school counselors are employed in public education to help students
9	reach their full potential; and
10	WHEREAS, school counselors are actively committed to helping students explore
11	their abilities, strengths, interests, and talents as these traits relate to college
12	and career awareness, development and readiness, and
13	WHEREAS, school counselors help parents focus on ways to further the
14	educational, personal and social growth of their children; and
15	WHEREAS, school counselors work with teachers and other educators to help
16	students explore their potential and set realistic goals for themselves; and
17	WHEREAS, school counselors seek to identify and utilize community resources
18	that can enhance and complement comprehensive school counseling programs and help
19	students become productive members of society; and
20	WHEREAS, comprehensive developmental school counseling programs are considered
21	an integral part of the educational process that enables all students to achieve
22	success in school.
23	NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's
24	Board of Education declares February, 2017, as "School Counselor Month" and
25	encourages all to celebrate.
26	The foregoing Resolution was considered, passed, and adopted by this Board at
27	its regular meeting of February 15, 2017.
28	

1	BOARD OF EDUCATION
2	SANTA ANA UNIFIED SCHOOL DISTRICT
3	
4	
5	
6	Ву:
7	John Palacio
8	President of the Board of Education
9	

### **Board Meeting**

TITLE: Board Policy (BP) 3290 – Gifts, Grants and Bequests (Revised: For

Adoption)

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Dawn Piatek, Director, Accounting and Payroll

#### **BACKGROUND INFORMATION:**

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in May 1998.

#### **ITEM SUMMARY:**

 Board Policy 3290 – <u>Gifts, Grants and</u> <u>Bequests</u> revised for adoption.

#### **RATIONALE:**

The purpose of this agenda item is to present for adoption a revised Board Policy (BP) 3290 – Gifts, Grants and Bequests. The first reading took place at the January 24, 2017, Board meeting and is now being presented to the Board for adoption.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Adopt the revised Board Policy 3290 – Gifts, Grants and Bequests.

TD:dp:mm

**BOARD POLICY NO: 3290** 

SUBJECT: Gifts, Grants and Bequests

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services, Accounting REVIEWED: 1/24/2017

#### **SCOPE:**

To provide guidelines relating to the acceptance and processing of gifts, donations, grants and bequests on behalf of Santa Ana Unified School District.

#### **POLICY:**

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, private agency or organization, or other public agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, 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.

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

- 1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
- 2. Entail undesirable or excessive costs
- 3. Promote the use of violence, drugs, tobacco, or alcohol or the violation of any law or district policy
- 4. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

Any gift of books and instructional materials shall be accepted only if they meet regular district criteria for selection of instructional materials.

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school. At the Superintendent or designee's discretion, a gift may be used at a particular school.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law.

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

**BOARD POLICY NO: 3290** 

SUBJECT: Gifts, Grants and Bequests

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services, Accounting REVIEWED: 1/24/2017

#### **Appreciation**

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

#### **Corporate Sponsorship**

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications. No message, image, or other depiction that promotes the use of obscene language, pornography, alcohol, tobacco, or prohibited drugs or that advocates unlawful discrimination, use of violence, or the violation of law or district policy shall be allowed.

Each sponsorship agreement shall contain statements including, but not limited to:

- 1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed.
- 2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services.
- 3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information. The sponsor's use of such information shall require prior approval of the Board.
- 4. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with district vision, mission, or goals or the sponsor engages in any prohibited activity.
- 5. The prohibition against the collection of students' personal information except as allowed by law.

**BOARD POLICY NO: 3290** 

SUBJECT: Gifts, Grants and Bequests

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services, Accounting REVIEWED: 1/24/2017

#### **DESIRED OUTCOME:**

To ensure proper guidelines relating to the acceptance and processing of gifts, donations, grants and bequests are followed.

#### **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

#### **District Policies and Procedures:**

BP 5125 - Student Records

BP 5131.6 - Alcohol and Other Drugs

BP 5131.62 - Tobacco

BP 6161.1 - Selection and Evaluation of Instructional Materials

BP 7310 - Naming of a School/Facility

AR 5125 - Student Records

AR 5131.6 - Alcohol and Other Drugs

AR 5131.62 - Tobacco

AR 6161.1 - Selection and Evaluation of Instructional Materials

AR 7310 - Naming of a School/Facility

#### **Legal Reference:**

#### **Education Code:**

1834	Acquisition of materials and apparatus
35160	Powers and duties
35162	Power to sue, be sued, hold and convey property
41030	School district may invest surplus monies from bequest or gifts
41031	Special fund or account in county treasury
41032	Authority of school board to accept gift or bequest; investments; gift of land
	requirements
41035	Advisory committee
41036	Function of advisory committee
41037	Rules and regulations
41038	Applicability of other provisions of chapter

Adopted: (5-76 5-98) 2-17 Santa Ana, CA

**BOARD POLICY NO: 3290** 

SUBJECT: Gifts, Grants and Bequests

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Accounting REVIEWED: 1/24/2017

#### **SCOPE:**

To provide guidelines relating to the acceptance and processing of gifts, donations, grants and bequests on behalf of Santa Ana Unified School District.

#### **POLICY:**

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, private agency or organization, or other public agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board discourages any gifts shall reject any gift which may directly or indirectly impair its commitment authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Before accepting any gift, grant, or bequest, the Board shall carefully evaluate consider whether the gift any conditions or restrictions imposed by the donor in light of to ensure their consistency with the district's vision, philosophy, and operations. If the Board feels believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

- 1. Has a purpose consistent with the District's vision and philosophy.
- 1. Begins a program Involve creation of a program which the Board would be unable to continue sustain when the donated funds donation is exhausted
- 2. Entail undesirable or excessive costs
- 3. Promote the use of violence, drugs, tobacco, or alcohol or the violation of any law or district policy
- 4. Implies Imply endorsement of any business or product or unduly commercialize or politicize the school environment

Gift books Any gift of books and instructional materials shall be accepted only if they meet regular district criteria for selection of instructional materials.

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school. At the Superintendent or designee's discretion, a gift may be used at a particular school.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law.

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

**BOARD POLICY NO: 3290** 

SUBJECT: Gifts, Grants and Bequests

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Accounting REVIEWED: 1/24/2017

#### **Appreciation**

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

### **Corporate Sponsorship**

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications. No message, image, or other depiction that promotes the use of obscene language, pornography, alcohol, tobacco, or prohibited drugs or that advocates unlawful discrimination, use of violence, or the violation of law or district policy shall be allowed.

Each sponsorship agreement shall contain statements including, but not limited to:

- 1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed.
- 2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services.
- 3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information. The sponsor's use of such information shall require prior approval of the Board.
- 4. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with district vision, mission, or goals or the sponsor engages in any prohibited activity.
- 5. The prohibition against the collection of students' personal information except as allowed by law.

**BOARD POLICY NO: 3290** 

SUBJECT: Gifts, Grants and Bequests

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Accounting REVIEWED: 1/24/2017

#### **DESIRED OUTCOME:**

To ensure proper guidelines relating to the acceptance and processing of gifts, donations, grants and bequests are followed.

#### <u>IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:</u>

#### **District Policies and Procedures:**

BP 5125 - Student Records

BP 5131.6 - Alcohol and Other Drugs

BP 5131.62 - Tobacco

BP 6161.1 - Selection and Evaluation of Instructional Materials

BP 7310 - Naming of a School/Facility

AR 5125 - Student Records

AR 5131.6 - Alcohol and Other Drugs

AR 5131.62 - Tobacco

AR 6161.1 - Selection and Evaluation of Instructional Materials

AR 7310 - Naming of a School/Facility

#### **Legal Reference:**

#### **Education Code:**

1834	Acquisition of materials and apparatus
35160	Powers and duties
35162	Power to sue, be sued, hold and convey property
41030	School district may invest surplus monies from bequest or gifts
41031	Special fund or account in county treasury
41032	Authority of school board to accept gift or bequest; investments; gift of land
	requirements
41035	Advisory committee
41036	Function of advisory committee
41037	Rules and regulations
41038	Applicability of other provisions of chapter

Adopted: (5-76 5-98) 5-98 2-17 Santa Ana, CA

### **Board Meeting**

TITLE: Board Policy (BP) 3512.1 - Key and Access Control (Revised:

Adoption)

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: John Wysocki, Director, Building Services

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for adoption Board Policy (BP) 3512.1 – <u>Key and Access</u> Control.

#### **ITEM SUMMARY:**

- Board Policy (BP) 3512.1 <u>Key</u>
   and <u>Access Control</u> revised for adoption.
- The last revision was August 1998

#### **RATIONALE:**

The updated Board policy contains revisions from the California School Board Association's model policy. The revisions reflect changes to key and access control designations as well as other adjustments. The first reading took place at the January 24, 2017 Board meeting and is now being presented to the Board for adoption.

The last revision occurred on August 1998.

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact to the General Fund.

#### **RECOMMENDATION:**

Board Policy (BP) 3512.1 – Key and Access Control presented for adoption.

OW:JW:rb



**BOARD POLICY NO: 3512.1** 

SUBJECT: Key and Access Control

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017 RESPONSIBLE OFFICE(S): Facilities and Governmental Relations REVISED: 2/15/2017

#### **SCOPE:**

The Governing Board recognizes the necessity for the control of District keys and electronic access codes for security of District property as well as the personal safety of students and employees.

The Superintendent or designee shall develop procedures to insure the security and control of District keys and/or electronic access codes issued to District employees, user groups, or contractors. Violation of this policy by District employees may result in disciplinary action and reimbursement for costs associated with loss or misuse.

#### **POLICY:**

The Superintendent or designee shall establish a key/access control program that will minimize financial losses to the District resulting from unauthorized entry and lost key responses. Doing so will ensure and maintain the integrity of the lock & key system, minimize financial losses to the District resulting from unauthorized entry and lost key responses.

#### **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to access of District buildings and properties for the purpose of protecting District assets and reducing District costs as good stewards of public funds.

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

(cf. 3515 - Campus Security)

#### **Legal Reference:**

#### **Education Code**

32020 Access gates 35035 Powers and Duties of Superintendent 3561 Authority of governing board

#### **Penal Code**

469 Unauthorized making, duplicating or possession of key to public building

Adopted (5-78 8-98) 2-17

Santa Ana, CA



**BOARD POLICY NO: 3512.1** 

SUBJECT: Control of District Keys Key and Access Control

RESPONSIBLE OFFICE(S): Facilities and Governmental Relations REVISED: 2/15/2017

#### **SCOPE:**

The Governing Board recognizes the necessity for the control of District keys and electronic access codes for security of District property as well as the personal safety of students and employees.

The Superintendent or designee shall develop procedures to insure the security and control of District keys and/or electronic access codes issued to District employees, user groups, or contractors. Violation of this policy by District employees may result in disciplinary action and reimbursement for costs associated with loss or misuse.

#### **POLICY:**

The Superintendent or designee shall establish a key/access control program that will minimize financial losses to the District resulting from unauthorized entry and lost key responses. Doing so will ensure and maintain the integrity of the key and access control system, minimize financial losses to the District resulting from unauthorized entry and lost key responses.

#### **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to access of District buildings and properties for the purpose of protecting District assets and reducing District costs as good stewards of public funds.

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

**District Policies and Procedures:** 

(cf. 3515 - Campus Security)

#### **Legal Reference:**

**Education Code** 

32020 Access gates

35035 Powers and Duties of Superintendent

35160 3561 Authority of governing boards

Penal Code

469 Unauthorized making, duplicating or possession of key to public building

Adopted (5-78 8-98) 2-17

Santa Ana, CA

### **Board Meeting**

TITLE: Board Policy (BP) 3541 – <u>Transportation Routes and Services</u> (New:

For Adoption)

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Shelley Humphrey, Manager, Transportation

#### **BACKGROUND INFORMATION:**

The District does not currently have a Board Policy in place that supports bus transportation for students who live more than 1 ½ to 2 ½ miles from their home school of attendance.

#### **ITEM SUMMARY:**

• Board Policy 3541 – <u>Transportation Routes and Services</u> new for adoption.

#### **RATIONALE:**

The purpose of this agenda item is to present for adoption a new Board Policy (BP) 3541 – <u>Transportation Routes and Services</u>. The first reading took place at the January 24, 2017, Board meeting and is now being presented to the Board for adoption.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Adopt the new Board Policy 3541 – <u>Transportation Routes and Services</u>.

TD:sh:mm

**BOARD POLICY NO: 3541** 

SUBJECT: Transportation Routes and Services

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services, Transportation REVIEWED: 1/24/2017

#### **SCOPE:**

The Superintendent or designee may authorize transportation within the minimum distance when special circumstances or hazards exist.

#### **POLICY:**

Bus transportation may be provided for elementary students living more than (1 ½) miles from their school of attendance (home school); and all Intermediate school students living more than (2 ½) miles from their school of attendance (home school).

#### **DESIRED OUTCOME:**

Safety of the students shall be the prime factor in the establishment of any bus route or stop.

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

BP 5116 – School Attendance Boundaries

BP 5116.1 – Intra-District Open Enrollment

BP 5117 – Inter-District Attendance

AR 5116.1 – Intra-District Open Enrollment

AR 5117 – Inter-District Attendance

#### **Legal Reference:**

#### **Education Code:**

35350-35351 Authority to Transport Pupils2-17

39800-39860 Transportation

41850-41854 Allowances for Transportation

#### California Vehicle Code:

School Bus Stops

**United States Code, Title 5:** 

Allowances for Student Transportation

**United States Code, Title 42:** 

11432 McKinney-Vento Homeless Assistance Act

Adopted: 2-17 Santa Ana, CA

### **Board Meeting**

TITLE: Board Policy (BP) 3553 – Free and Reduced Price Meals (Revised:

For Adoption)

ITEM: Action

SUBMITTED BY: Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative

**Services** 

PREPARED BY: Mark Chavez, Director, Nutrition Services

#### **BACKGROUND INFORMATION:**

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in February 2005.

#### **ITEM SUMMARY:**

• Board Policy 3553 – <u>Free</u> and Reduced Price Meals revised for adoption.

#### **RATIONALE:**

The purpose of this agenda item is to present for adoption a revised Board Policy (BP) 3553 – Free and Reduced Price Meals. The first reading took place at the January 24, 2017, Board meeting and is now being presented to the Board for adoption.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Adopt the revised Board Policy 3553 – <u>Free and Reduced Price Meals</u>.

EH:mc:mm

**BOARD POLICY NO: 3553** 

SUBJECT: Free and Reduced Price Meals

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services REVIEWED: 1/24/2017

#### **SCOPE:**

The Governing Board recognizes that adequate nutrition is essential to child development and learning and that some families may be unable to provide breakfast and lunch for their children. In accordance with law, the district shall provide nutritionally adequate free and reduced price meals for students whose families meet federal eligibility and as such authorizes collection of free and reduced price meal eligibility data for the purposes of providing free or reduced price meals to students whose families meet federal eligibility criteria. In addition, the Governing Board acknowledges that eligibility for free or reduced price meals is confidential and can only be released as provided by law.

#### **POLICY:**

#### Free or Reduced Price Meals

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria.

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students.

#### **Confidentiality/Release of Records**

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced price meals program for the following purposes:

- 1. Disaggregation of academic achievement data.
- 2. Identification of students eligible for alternative supports in any school identified as a Title I program improvement school

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations.

**BOARD POLICY NO: 3553** 

SUBJECT: Free and Reduced Price Meals

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services REVIEWED: 1/24/2017

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding.

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law.

#### **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures to provide meals at a free or reduced price to students that meet the eligibility criteria. In addition, the District shall establish procedures to establish confidentiality of the free or reduced price eligibility data and the use of the data pursuant to law.

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

AR 3553 – Free and Reduced Price Meals

#### **Legal Reference:**

#### **Education Code:**

48980 Notice at beginning of term

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-49562 Meals for needy students

#### **Code of Regulations, Title 5:**

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

#### **United States Code, Title 20:**

1232g Federal Educational Rights and Privacy Act

6301-6514 Title I programs

**BOARD POLICY NO: 3553** 

SUBJECT: Free and Reduced Price Meals

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services REVIEWED: 1/24/2017

#### **United States Code, Title 42:**

1751-1769j School lunch program

1771-1791 Child nutrition, especially:

1773 School breakfast program

#### **Code of Federal Regulations, Title 7:**

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

#### **Welfare and Institutions Code:**

14005.41 Basic health care

Adopted: (8-98 7-00 2-05) 2-17 Santa Ana, CA

**BOARD POLICY NO: 3553** 

SUBJECT: Free and Reduced Price Meals

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: M/YYYY

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services REVIEWED: 1/24/2017

#### **SCOPE:**

The Governing Board recognizes that adequate nutrition is essential to child development and learning and that some families may be unable to provide breakfast and lunch for their children. In accordance with law, the district shall provide nutritionally adequate free and reduced price meals for students whose families meet federal eligibility eriteria. and as such authorizes collection of free and reduced price meal eligibility data for the purposes of providing free or reduced price meals to students whose families meet federal eligibility criteria. In addition, the Governing Board acknowledges that eligibility for free or reduced price meals is confidential and can only be released as provided by law.

#### **POLICY:**

#### Free or Reduced Price Meals

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria.

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation. recommend for Board approval a plan which ensures that eligible students that receive free or reduced price meals and milk are not treated differently from other students or are easily identified by their peers. (c£. 0410 Nondiscrimination in District Programs and Activities) {cf. 51453 Nondiscrimination/Harassment}

The Board shall approve, and shall submit Upon approval by the Board, this plan shall be submitted to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students. Education Code 49557)

#### **Confidentiality/Release of Records**

All applications and records related to eligibility for the free or and reduced-price meals program shall be-confidential and may not be released expect as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

In accordance with law, t The Board authorizes designated employees to use individual records pertaining to student eligibility for any the free and reduced price meals program solely for the following purposes of: Education Code 49558

- 1. Disaggregation of academic achievement data
- 2. Identification of students eligible for school choice and supplemental educational services alternative supports in any school identified as a Title I program improvement school for program improvement. (cf. 0520.2 Title I Program Improvement Schools) (cf. 5125—Student Records) (cf. 6162.5 Standardized Testing and Reporting Program) (cf. 6171 Title I Programs) (cf. 6190 Evaluation of the Instructional Program)

**BOARD POLICY NO: 3553** 

SUBJECT: Free and Reduced Price Meals

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: YYYY

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services REVIEWED: 1/24/2017

The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medical Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information as provided in Education Code 49557.2.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding.

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law.

### **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures to provide meals at a free or reduced price to students that meet the eligibility criteria. In addition, the District shall establish procedures to establish confidentiality of the free or reduced price eligibility data and the use of the data pursuant to law.

**BOARD POLICY NO: 3553** 

SUBJECT: Free and Reduced Price Meals

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: YYYY

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services REVIEWED: 1/24/2017

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **Legal Reference:**

#### **Education Code:**

48980 Notice at beginning of term

#### 49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-49562 Meals for needy students

#### **Code of Regulations, Title 5:**

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

#### **United States Code, Title 20:**

1232g Federal Educational Rights and Privacy Act

6301-6514 Title I programs

#### **United States Code, Title 42:**

1751-1769j School lunch program

1771-1791 Child nutrition, especially

1773 School breakfast program

#### **Code of Federal Regulations, Title 7:**

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

#### **Welfare and Institutions Code:**

14005.41 Basic health care

Adopted: (8-98 7-00 2-05) 2-05 2-17 Santa Ana, CA

### **Board Meeting**

TITLE: Board Policy (BP) 3610 – <u>Taxable and Non-Taxable Fringe Benefits</u>

(New: For Adoption)

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Dawn Piatek, Director, Accounting and Payroll

#### **BACKGROUND INFORMATION:**

The District does not currently have a Board Policy in place that provides guidelines to comply with Internal Revenue Service regulations with regard to the taxation of fringe benefits.

#### **ITEM SUMMARY:**

 Board Policy 3610 – <u>Taxable</u> and Non-Taxable Fringe Benefits new for adoption.

#### **RATIONALE:**

The purpose of this agenda item is to present for adoption a new Board Policy (BP) 3610 – <u>Taxable and Non-Taxable Fringe Benefits</u>. The first reading took place at the January 24, 2017, Board meeting and is now being presented to the Board for adoption.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Adopt the new Board Policy 3610 – Taxable and Non-Taxable Fringe Benefits.

TD:dp:mm



**BOARD POLICY NO: 3610** 

SUBJECT: **Taxable and Non-Taxable Fringe Benefits** EFFECTIVE: 2/15/2017 CATEGORY: Business and Non-Instructional Operations REVIEWED: 1/24/2017

RESPONSIBLE OFFICE(S): Business Services, Accounting, Benefits, Purchasing,

**Human Resources and Payroll** 

#### **SCOPE:**

It is the policy of the District to comply with Internal Revenue Service (IRS) regulations with regards to the taxation of fringe benefits. The final determination on whether something qualifies as a taxable fringe benefit lies with the IRS. If they find something is a taxable fringe benefit, the employee may be liable for taxes on the benefit.

#### **POLICY:**

Taxable fringe benefit – a form of pay, in addition to salary, for the performance of duties; taxable wages unless excluded by the Internal Revenue Code (IRC).

Conveniences of the district – where the personal use was in the best interest of the district.

De minims – an amount where either the cost of determining specific value exceeds the value of use, or the actual cost of the use was negligible at the organizational level.

According to IRC section 61, all income is taxable unless an exclusion applies. They are subject to:

- 1. Federal Income Tax
- 2. Social Security Tax
- 3. Medicare Tax
- 4. Other applicable state taxes

Fringe benefit exclusions must be properly substantiated. If timely documentation is not supplied, the benefit will be considered taxable.

Taxable fringe benefits include but are not limited to the following:

- 1. Awards and Prizes
- 2. Meal reimbursements for local travel
- 3. Personal use of district vehicle
- 4. Working Condition property or services
- 5. Personal use of employer provided equipment
- 6. Work clothes and uniforms worn as ordinary clothing
- 7. Group term life insurance in excess of \$50,000
- 8. Transportation commuting benefits in excess of qualified employer-provided transportation
- 9. Personal use of employer provided cell phones
- 10. Moving Expenses
- 11. Third party sick pay



**BOARD POLICY NO: 3610** 

SUBJECT: **Taxable and Non-Taxable Fringe Benefits** EFFECTIVE: 2/15/2017 CATEGORY: Business and Non-Instructional Operations REVIEWED: 1/24/2017

RESPONSIBLE OFFICE(S): Business Services, Accounting, Benefits, Purchasing,

**Human Resources and Payroll** 

#### **DESIRED OUTCOME:**

To provide guidelines for how taxable and non-taxable fringe benefits, as defined by the Internal Revenue Service, will be handled.

#### **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

#### **Legal Reference:**

Internal Revenue Code Sections Excluding Fringe Benefits.

The following Code sections provide a statutory basis for specific benefits. They are discussed later in the text.

- A. §104 Compensation by employer for injury or sickness
- B. §105 Benefits received through employer health or accident insurance
- C. §106 Health insurance premiums paid by employer
- D. §119 Meals or lodging for employer's convenience
- E. §125 Cafeteria plans
- F. §127 Educational assistance program
- G. §129 Dependent care assistance program
- H. §132(d) Working condition fringe
- I.  $\S132(e)$  De minims benefit
- J. §132(f) Qualified transportation expenses
- K. §132(g) Qualified moving expense reimbursements

#### **Internal Revenue Service Publications:**

<b>Publication No.</b>	Title
15	Circular E, Employer's Tax Guide
15-A	Employer's Supplemental Tax Guide
15-B	Employer's Tax Guide to Fringe Benefits
463	Travel, Entertainment, Gift, and Car Expense
521	Moving Expenses
525	Taxable and Nontaxable Income
535	Business Expenses
1542	Per Diem Rate

Adopted: 2-17 Santa Ana, CA

### **Board Meeting**

TITLE: Board Policy (BP) 4117.3 – Personnel Reduction

(Revised: For Adoption)

ITEM: Action

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

#### **BACKGROUND INFORMATION:**

The updated policy contains revisions from the California School Board Association. The revisions reflect new mandates to keep policies up to date and fully compliant. The revised policy will clarify requirements related to the determination of the order of layoffs when it is necessary to reduce the number of certificated employees for economic reasons specified in law. The section on "Reappointment" is revised to address priority for offering a laid-off employee first opportunity for substitute service during the period of preferred right to reappointment. The last revision occurred in October 1996.

#### **ITEM SUMMARY:**

 Board Policy 4117.3 – <u>Personnel Reduction</u> revised for adoption.

#### **RATIONALE:**

The purpose of this agenda item is to present for first reading a revised Board Policy (BP) 4117.3 – <u>Personnel Reduction</u>. The first reading took place at the January 24, 2017, Board meeting and is now being presented to the Board for adoption.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Adopt the revised Board Policy (BP) – 4117.3 – Personnel Reduction.



**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel EFFECTIVE: 2/15/2017
RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

#### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

#### **POLICY:**

The Governing Board may reduce the number of probationary and permanent certificated employees when, in its opinion, any of the following conditions makes such reduction necessary:

- 1. Average daily attendance (ADA) in all of the schools in the district during the first six months of the school year has declined below the level for the same period in either of the previous two school years. (Education Code 44955)
- 2. A particular kind of service is to be reduced or discontinued not later than the beginning of the following school year. (Education Code 44955)
- 3. Attendance in the district will decline in the following year as a result of the termination of an interdistrict tuition agreement. (Education Code 44955)
- 4. An amendment of state law requires modification of the curriculum. (Education Code 44955)
- 5. During the time period between five days after the enactment of the Budget Act and August 15 of that fiscal year, the Board determines that the district's total revenue limit per ADA for the fiscal year of that Budget Act has not increased by at least two percent. (Education Code 44955.5)

Determination of the Order of Layoffs

When it is necessary to reduce the number of certificated employees for any of the reasons listed above, the services of employees shall be terminated in the inverse of the order in which they were employed by the district in probationary status, except as otherwise authorized by law. (Education Code 44844, 44955)

The Superintendent or designee shall maintain the seniority list for this purpose and shall make it available upon request.

Unless otherwise provided by law, a permanent employee shall have the right to be retained over a probationary employee or any employee with less seniority if the position is one for which he/she is certificated and competent to render service. (Education Code 44955)

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. <u>4113</u> - Assignment)

(cf. 4116 - Probationary/Permanent Status)

**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel EFFECTIVE: 2/15/2017
RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

To determine the order of termination between employees who first rendered paid service on the same date, the Board shall rank order those employees solely on the basis of the needs of the district and students. Upon the request of an employee whose order of termination is to be determined based on such ranking, the Board shall furnish the employee, no later than five days prior to the commencement of the administrative hearing on the layoff, a written statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking the employee relative to the other employees in the group. (Education Code 44955)

The district may deviate from terminating certificated employees in order of seniority for either of the following reasons: (Education Code 44955, 44956)

- 1. To fill a demonstrated specific need for personnel to teach a specific course or courses of study, or to provide services authorized by a services credential with a specialization in either student personnel services or health for a school nurse, when the certificated employee has the necessary special training and experience which others with more seniority do not possess
- 2. To maintain or achieve compliance with constitutional requirements related to equal protection of the law

Notice and Hearing Rights

When it becomes necessary to reduce the number of permanent and/or probationary employees pursuant to Education Code 44955 as specified in items #1-4 above, the district shall give notice to the affected employees, no later than March 15, stating the reasons for the action and the employees' right to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 44949, 44955, and other applicable provisions of law.

(cf. <u>4112.9/4212.9/4312.9</u> - Employee Notifications)

When an employee has requested a hearing before an administrative law judge regarding the reduction or discontinuation of services, the Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations of the administrative law judge shall be binding on the Board. (Education Code 44949)

The Board may adopt the administrative law judge's proposed decision, or reject, or modify the proposed decision and make its own determination based upon its review of the record.

**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel EFFECTIVE: 2/15/2017
RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

Following the Board's decision, the Superintendent or designee shall give final notice, in the manner specified, to the affected employees before May 15 unless the parties agree otherwise in accordance with procedures required by law. (Education Code 44955)

When layoffs become necessary pursuant to Education Code <u>44955.5</u> as specified in item #5 above, layoff proceedings shall be carried out as required by law but in accordance with a schedule of notice and hearing adopted by the Board. (Education Code <u>44955.5</u>)

### Reappointment

If the number of employees is increased or the discontinued service reestablished, permanent certificated employees shall have the right to reappointment, in order of seniority, for 39 months from the date of termination. Probationary certificated employees shall have the same right for 24 months after being terminated, subject to the prior reappointment rights of permanent employees. (Education Code 44846, 44956, 44957)

During the period of the preferred right to reappointment, permanent certificated employees shall, in the order of original employment, be offered first opportunity for substitute service during the absence of any employee who has been granted a leave of absence or who is temporarily absent from duty. Such substitute service may be terminated upon the return to duty of the other employee. Such substitute service shall not affect the retention of the employees' previous classification and rights. Probationary certificated employees shall have right to substitute service during the period of preferred right to reappointment to the extent required by law, subject to the rights of permanent certificated employees. (Education Code 44918, 44956, 44957)

(cf. <u>4121</u> - Temporary/Substitute Employees)

Before reappointing any certificated employee to teach a subject which he/she has not previously taught and for which he/she does not have a teaching credential or which is not within the employee's major area of postsecondary study, the Board shall require the employee to pass a subject matter competency test in the appropriate subject. (Education Code 44956)

Reappointed certificated employees shall not be subject to any requirements that were not imposed on employees who continued in service. Their period of absence shall be treated as a leave of absence and not considered a break in the continuity of their service. (Education Code 44956, 44957)

**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### Legal Reference:

#### **EDUCATION CODE**

44830	Employment of certificated persons
44949	Dismissal of probationary employees
44955	Reduction in number of permanent employees
44955.5	Termination of certificated employees

44956-44959.5 Rights of employees

#### **GOVERNMENT CODE**

3543.2 Scope of representation

#### **UNEMPLOYMENT INSURANCE CODE**

Notification of unemployment insurance benefits

#### **CODE OF REGULATIONS, TITLE 22**

Notification of unemployment insurance benefits

#### **COURT DECISIONS**

Cousins v. Weaverville Elementary School District (1994) 24 Cal.App.4th 1846 Forker v. Board of Trustees (1984) 160 Cal.App.3d 13 Moreland Teachers Assoc. v. Kurze (1980) 109 Cal.App.3d 648 King v. Berkeley Unified School District (1979) 89 Cal.App.3d 1016

#### Management Resources:

WEB SITES

CSBA: http://www.csba.org/

#### **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (10/96) Santa Ana, CA

**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel EFFECTIVE:

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

### **POLICY:**

The Governing Board may reduce the number of **probationary and permanent** certificated personnel, or their hours and wages, due **employees when, in its opinion,** to any of the following conditions **makes such reduction necessary:** (EC. 44955)

Declining enrollment, provided that the percentage of reduction in probationary and permanent certificated personnel shall not exceed the corresponding percentage of student attendance lost;

- 1. Average daily attendance (ADA) in all of the schools in the district during the first six months of the school year has declined below the level for the same period in either of the previous two school years. (Education Code 44955)
  - 2. Reduction or discontinuance of programs or services;
- 2. A particular kind of service is to be reduced or discontinued not later than the beginning of the following school year. (Education Code 44955)
  - 3. State mandated modification of the curriculum; or
- 3. Attendance in the district will decline in the following year as a result of the termination of an interdistrict tuition agreement. (Education Code 44955)
  - 4. The fiscal crisis that may occur after enactment of the Budget Act when the total revenue limit per ADA has not increased by a least two percent. (ED. 44955.5)
- 4. An amendment of state law requires modification of the curriculum. (Education Code 44955)
- 5. During the time period between five days after the enactment of the Budget Act and August 15 of that fiscal year, the Board determines that the district's total revenue limit per ADA for the fiscal year of that Budget Act has not increased by at least two percent. (Education Code 44955.5)

The Board recognizes that its authority in the reduction of personnel is subject to legal requirements. Except as otherwise provided by statute, a permanent employee who is certificated and competent to render a service shall not be terminated or given a reduction in hours and wages while a probationary employee or other employee with less seniority is retained to render the service. (EC. 44955)

To be considered competent. an employee must have academic training and one year of full-time experience in the specialized area to which the District would be able to assign him/her. The District will also consider the recency of the employee's experience. (ct.

4113 Assignment) (cf. 4115 Evaluation/Supervision) (cf. 4117.4 Dismissal)

**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel EFFECTIVE:

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

## **Determination of the Order of Layoffs**

When it is necessary to reduce the number of certificated employees for any of the reasons listed above, the services of employees shall be terminated in the inverse of the order in which they were employed by the district in probationary status, except as otherwise authorized by law. (Education Code 44844, 44955)

The Superintendent or designee shall maintain the seniority list for this purpose and shall make it available upon request.

Unless otherwise provided by law, a permanent employee shall have the right to be retained over a probationary employee or any employee with less seniority if the position is one for which he/she is certificated and competent to render service. (Education Code 44955)

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4113 - Assignment)

(cf. 4116 - Probationary/Permanent Status)

To determine the order of termination between employees who first rendered paid service on the same date, the Board shall rank order those employees solely on the basis of the needs of the district and students. Upon the request of an employee whose order of termination is to be determined based on such ranking, the Board shall furnish the employee, no later than five days prior to the commencement of the administrative hearing on the layoff, a written statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking the employee relative to the other employees in the group. (Education Code 44955)

The district may deviate from terminating certificated employees in order of seniority for either of the following reasons: (Education Code 44955, 44956)

- 1. To fill a demonstrated specific need for personnel to teach a specific course or courses of study, or to provide services authorized by a services credential with a specialization in either student personnel services or health for a school nurse, when the certificated employee has the necessary special training and experience which others with more seniority do not possess
- 2. To maintain or achieve compliance with constitutional requirements related to equal protection of the law

**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel EFFECTIVE:

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

## **Notice and Hearing Rights**

When it becomes necessary to reduce the number of permanent and/or probationary employees pursuant to Education Code 44955 as specified in items #1-4 above, the district shall give notice to the affected employees, no later than March 15, stating the reasons for the action and the employees' right to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 44949, 44955, and other applicable provisions of law.

## (cf. <u>4112.9/4212.9/4312.9</u> - Employee Notifications)

When an employee has requested a hearing before an administrative law judge regarding the reduction or discontinuation of services, the Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations of the administrative law judge shall be binding on the Board. (Education Code 44949)

The Board may adopt the administrative law judge's proposed decision, or reject, or modify the proposed decision and make its own determination based upon its review of the record.

Following the Board's decision, the Superintendent or designee shall give final notice, in the manner specified, to the affected employees before May 15 unless the parties agree otherwise in accordance with procedures required by law. (Education Code 44955)

When layoffs become necessary pursuant to Education Code <u>44955.5</u> as specified in item #5 above, layoff proceedings shall be carried out as required by law but in accordance with a schedule of notice and hearing adopted by the Board. (Education Code <u>44955.5</u>)

## Reappointment

If the number of employees is increased or the discontinued service reestablished, permanent certificated employees shall have the right to reappointment, in order of seniority, for 39 months from the date of termination. Probationary certificated employees shall have the same right for 24 months after being terminated, subject to the prior reappointment rights of permanent employees. (Education Code 44846, 44956, 44957)

During the period of the preferred right to reappointment, permanent certificated employees shall, in the order of original employment, be offered first opportunity for substitute service during the absence of any employee who has been granted a leave of absence or who is temporarily absent from duty. Such substitute service may be terminated upon the return to duty of the other employee. Such substitute service shall not affect the retention of the employees' previous classification and rights.

**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel EFFECTIVE:

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

Probationary certificated employees shall have the right to substitute service during the period of preferred right to reappointment to the extent required by law, subject to the rights of permanent certificated employees. (Education Code 44918, 44956, 44957)

## (cf. 4121 - Temporary/Substitute Employees)

Before reappointing any certificated employee to teach a subject which he/she has not previously taught and for which he/she does not have a teaching credential or which is not within the employee's major area of postsecondary study, the Board shall require the employee to pass a subject matter competency test in the appropriate subject. (Education Code 44956)

Reappointed certificated employees shall not be subject to any requirements that were not imposed on employees who continued in service. Their period of absence shall be treated as a leave of absence and not considered a break in the continuity of their service. (Education Code 44956, 44957)

## **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

## Legal Reference:

## **EDUCATION CODE**

44830	Employment of certificated persons
44949	Dismissal of probationary employees
44955	Reduction in number of permanent employees
44955.5	Termination of certificated employees
44956-44959.	5 Rights of employees

#### **GOVERNMENT CODE**

3543.2 Scope of representation

## UNEMPLOYMENT INSURANCE CODE

Notification of unemployment insurance benefits

## **CODE OF REGULATIONS, TITLE 22**

1089-1 Notification of unemployment insurance benefits

**BOARD POLICY NO: 4117.3** 

SUBJECT: Personnel Reduction

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources Department

EFFECTIVE:

REVIEWED: 1/24/2017

## **COURT DECISIONS**

## Cousins v. Weaverville Elementary School District (1994) 24 Cal.App.4th 1846

Forker v. Board of Trustees (1984) 160 Cal.App.3d 13 Moreland Teachers Assoc. v. Kurze (1980) 109 Cal.App.3d 648 King v. Berkeley Unified School District (1979) 89 Cal.App.3d 1016 Menagh v. Montebello Unified School District (1993) 20 Cal.App.4<sup>th</sup> 1846

## Management Resources:

WEB SITES

CSBA: http://www.csba.org/

## **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (10/96) Santa Ana, CA

## AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Board Bylaw (BB) 9240 – <u>Board Training</u> (Revised: For Adoption)

ITEM: Action

SUBMITTED BY: Stefanie P. Phillips, Ed.D., Superintendent

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for adoption the proposed revision to the current Board Bylaw (BB) 9240 – Board Training.

#### **RATIONALE:**

BB 9240 was retitled and updated to address the purposes and importance of board training, recommended topics of training for new and first-term board members, and the district's process for selecting board training activities. The bylaw also reinforces the prohibition against a majority of the board members discussing district business of a specific nature while attending a conference or similar public gathering.

The First Reading took place at the January 24, 2017 Regular Board Meeting and is now being presented to the Board for adoption.

#### **RECOMMENDATION:**

Adopt the revised Board Bylaw (BB) 9240 – Board Training.

**BOARD BYLAW NO: 9240** 

SUBJECT: Board Training

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

## **SCOPE:**

The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills. (cf. 9000 - Role of the Board) (cf. 9005 - Governance Standards)

The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law. (cf. 9230 - Orientation)

### **POLICY:**

All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and inperson attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.

Funds for board training shall be budgeted annually for the Board and each Board member. In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills. The Board shall annually develop a board training calendar in order to schedule and track board training activities and to schedule opportunities for Board members to report on the activities in which they participated. (cf. 0000 - Vision) (cf. 0200 - Goals for the School District) (cf. 3100 - Budget) (cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

Board members may attend a conferences or similar public gathering with other Board members and/or with the Superintendent or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the district's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2. (cf. 9320 - Meetings and Notices)

**BOARD BYLAW NO: 9240** 

SUBJECT: Board Training

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

### **DESIRED OUTCOME:**

Board members shall report to the Board, orally or in writing, on the board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

## **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

Legal Reference:

## **GOVERNMENT CODE**

54950 - 54963 The Ralph M. Brown Act, especially:

54952.2 Meeting

Adopted: 10-00 Santa Ana, CA

**BOARD BYLAW NO: 9240** 

SUBJECT: Board Development Training

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

#### SCOPE:

Citizens elected to the Governing Board are entrusted with the responsibility of governing district schools. The Board recognizes that its members need training The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills. (cf. 9000 - Role of the Board) (cf. 9005 - Governance Standards)

The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law. (cf. 9230 - Orientation)

#### **POLICY:**

All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and inperson attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.

Funds for board training shall be budgeted annually for the Board and each Board member. In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills. The Board shall annually develop a board training calendar in order to schedule and track board training activities and to schedule opportunities for Board members to report on the activities in which they participated. (cf. 0000 - Vision) (cf. 0200 - Goals for the School District) (cf. 3100 - Budget) (cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

All Board members may attend a conferences for the purpose of Board development or similar public gathering with other Board members and/or with the Superintendent or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members business shall not be discussed at conferences among themselves, other than as part of the scheduled program, business of a specified nature that is within the district's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2. (cf. 9230 - Orientation) (cf. 9320 - Meetings and Notices)

#### **DESIRED OUTCOME:**

**BOARD BYLAW NO: 9240** 

SUBJECT: Board Development Training

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

Board members shall report to the Board, orally or in writing, as soon as possible on the inservice activities they attend on the board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

Funds for Board development shall be budgeted annually for each Board member. (cf. 9250 Remuneration, Reimbursement, and Other Benefits)

## IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

#### **EDUCATION CODE**

Department of Education and statewide association of school district boards; annual

workshop

## **GOVERNMENT CODE**

54950-549623 The Ralph M. Brown Act, especially:

54952.2 Meeting

Adopted: 10-00 Santa Ana, CA

## AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Board Bylaw (BB) 9323 – Meeting Conduct (Revised: For Adoption)

ITEM: Action

SUBMITTED BY: Stefanie P. Phillips, Ed.D., Superintendent

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for adoption the proposed revisions to the current Board Bylaw (BB) 9323 – Meeting Conduct.

#### **RATIONALE:**

BB 9323 was updated to reflect new law (AB 1787, 2016) which requires the Board to provide a member of the public who uses a translator at least twice the allotted time to address the board during Board meetings, unless simultaneous translation equipment is used. Bylaw also clarifies that the Board may refer a member of the public to an appropriate complaint procedure, but cannot prohibit criticism of district employees, programs, or policies during a Board meeting.

The First Reading took place at the January 24, 2017 Regular Board Meeting and is now being presented to the Board for adoption.

#### **RECOMMENDATION:**

Adopt the revised Board Bylaw (BB) 9323 – Meeting Conduct.

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

#### SCOPE:

**Meeting Procedures** 

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws. (cf. 9322 – Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority. (cf. 9121 – President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date. (cf. 9320 – Meetings and Notices)

## **Quorum and Abstentions**

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164) (cf. 9323.2 – Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action. (cf. 9270 – Conflict of Interest)

#### **POLICY:**

## **Public Participation**

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2).

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

- 4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954. 3) (cf. 9130 Board Committees)
- 5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board 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 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.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

- 6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
  - a. If the topic would be more suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

- c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure. (cf. 1312.1 Complaints Concerning District Employees) (cf. 9321 Closed Session Purposes and Agendas)
- 7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

#### **DESIRED OUTCOME:**

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction. (cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

## **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

Legal Reference:

#### **EDUCATION CODE**

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

#### CODE OF CIVIL PROCEDURE

527.8 Workplace Violence Safety Act

## **GOVERNMENT CODE**

54953.3 Prohibition against conditions for attending a board meeting

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

#### PENAL CODE

403 Disruption of assembly or meeting

### **COURT DECISIONS**

City of San Jose v. Garbett, (2010) 190 Cal. App. 4th 526

Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966

McMahon v. Albany Unified School District, (2002) 104 Cal. App. 4th 1275

Rubin v. City of Burbank, (2002) 101 Cal. App. 4th 1194

Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

90 Ops.Cal.Atty.Gen. 47 (2007)

76 Ops.Cal.Atty.Gen. 281 (1993)

66 Ops.Cal.Atty.Gen. 336 (1983)

63 Ops.Cal.Atty.Gen. 215 (1980)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

59 Ops.Cal.Atty.Gen. 532 (1976)

55 Ops.Cal.Atty.Gen. 26 (1972)

Adopted: (12-69 11-70 1-79 10-91 4-94 10-00) 1-14 Santa Ana, CA

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

### SCOPE:

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared and delivered in advance to all Board members and to other persons upon request in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws. (cf. 9322 – Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority. (cf. 9121 – President) He/she shall:

- 1. Call the meeting to order at the appointed time.
- 2. Announce the business to come before the Board in its proper order.
- 3. Enforce the Board's policies relating to the order of business and the conduct of meetings.
- 4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference.
- 5. Explain what the effect of a motion would be if it is not clear to every member.
- 6. Restrict discussion to the question when a motion is before the Board.
- 7. Rule on parliamentary procedure.
- 8. Put motions to a vote, and state clearly the results of the vote.

The president shall have all the rights of any member of the Board, including the right to move, second, discuss, and vote on all questions before the Board.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 11:00 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date. (cf. 9320 – Meetings and Notices)

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

## Quorum and Abstentions

A majority of the number of filled positions on the Board constitutes a quorum. (Education Code 5095, 35165) When there is no quorum, the President, Vice President or any Board member present shall adjourn such meeting. If no Board member is present, the Secretary or Assistant Secretary shall adjourn the meeting.

Unless otherwise provided by law, affirmative votes by a majority of all the membership of the Board are required to approve any action under consideration, regardless of the number of members present. The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164) (cf. 9323.2 – Actions by the Board)

In the event only three members are present, a unanimous vote must be received to pass or defeat a motion.

#### **Abstentions**

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be considered to concur with the action taken by the majority of those who vote, whether affirmatively or negatively counted for purposes of determining whether a majority of the membership of the Board has taken action. (cf. 9270 – Conflict of Interest)

#### **POLICY:**

**Public Participation** 

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order Tto conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each item of business to be discussed at regular or special meetings on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

2. 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 provided for that purpose. This card is to be submitted to the Secretary of the Board At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2).

3. At this time so designated on the agenda, members of the public may bring before the Board, at a regular meeting, matters that are not listed on the agenda. The Board may refer such a matter to the Superintendent or designee or take it under advisement, but shall not take action at that time except as allowed by law. The matter may be placed on the agenda of a subsequent meeting for action or discussion by the Board. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Education Code 35145.5, Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. Without taken action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.23) (cf. 9130 - Board Committees)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

5. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard it, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3) (cf. 9130 – Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board 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 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.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

- 6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
  - a. If the topic would be more suitabley addressed at a later time, the **Board** president may indicate the time and place when it should be presented.
  - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)
  - c. In addition, the Board may shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure. (cf. 1312.1 Complaints Concerning District Employees) (cf. 9321 Closed Session Purposes and Agendas)

Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. (cf. 1312.1 Complaints Concerning District Employees) (cf. 9321 — Closed Session Purposes and Agendas)

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the chair to terminate the privilege of addressing the Board or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary; iIn this case, members of the media not participating in the disturbance shall be allowed to remain, and individual(s)s not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9) (cf. 9324 – Minutes and Recordings)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

#### **DESIRED OUTCOME:**

Recording by the Public

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph or tape record open meetings without causing a distraction. Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction. (cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

## IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

#### **EDUCATION CODE**

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

**BOARD BYLAW NO: 9323** 

SUBJECT: Meeting Conduct

CATEGORY: Board Bylaws EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent REVIEWED: 01/24/2017

## **CODE OF CIVIL PROCEDURE**

527.8 Workplace Violence Safety Act

### **GOVERNMENT CODE**

## 54953.3 Prohibition against conditions for attending a board meeting

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

## PENAL CODE

403 Disruption of assembly or meeting

## **COURT DECISIONS**

City of San Jose v. Garbett, (2010) 190 Cal. App. 4th 526

Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966

McMahon v. Albany Unified School District, (2002) 104 Cal. App. 4th 1275

Rubin v. City of Burbank, (2002) 101 Cal. App. 4th 1194

Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

90 Ops.Cal.Atty.Gen. 47 (2007)

76 Ops.Cal.Atty.Gen. 281 (1993)

66 Ops.Cal.Atty.Gen. 336 (1983)

63 Ops.Cal.Atty.Gen. 215 (1980)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

59 Ops.Cal.Atty.Gen. 532 (1976)

55 Ops.Cal.Atty.Gen. 26 (1972)

Adopted: (12-69 11-70 1-79 10-91 4-94 10-00) 1-14 Santa Ana, CA

# AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Board Policy (BP) 3511 – Energy and Water Conservation (Revised:

First Reading)

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading Board Policy (BP) 3511 – <u>Energy and Water</u> Conservation.

## oard Policy (RP) 3511.

- Board Policy (BP) 3511 –
   Energy and Water
   Conservation revised for first reading.
- The last revision was October 2016.

#### **RATIONALE:**

The updated Board policy contains revisions from the Orange

County Water District and the California School Board Association's model policy. The revisions reflect water conservation measures to comply with local ordinances and best practices with regard to conducting car wash fundraising.

The last revision occurred on October 24, 2016.

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

## **FUNDING:**

No fiscal impact to the General Fund.

#### **RECOMMENDATION:**

Board Policy (BP) 3511 – Energy and Water Conservation presented for first reading.

OW:rb



**BOARD POLICY NO. 3511** 

**SUBJECT: Energy and Water Conservation** 

CATEGORY: Business and Noninstructional Operations Effective:

RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental Relations Revised: 2/15/2017

## **SCOPE:**

The Governing Board is committed to reducing the District's demand for electricity and water to help conserve natural resources and to save money to support other District needs. To that end, the Board shall establish goals to help reduce the district's energy and water consumption.

### **POLICY:**

The Superintendent or designee shall establish an energy efficiency program which shall include specific strategies designed to help the District use energy more efficiently and to help ensure that funds intended for student learning are not diverted to cover energy costs.

As part of the energy efficiency program, the Superintendent or designee shall develop an emergency action plan to address actions to be taken in the event of power outages in schools, both during and after school operations. The action plan shall also address the role of staff, students and parents/guardians in helping to conserve resources and other activities to help the district meet energy reduction goals. (cf. 3516 - Emergencies and Disaster Preparedness Plan) (cf. 3516.5 - Emergency Schedules)

The Superintendent or designee shall analyze the increase on the District's budget. He/she shall recommend necessary contingency plans. (cf. 3100 - Budget)

The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and capital expenditures which may help the district reach its energy and water conservation goals. (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall present to the Board cost-reducing opportunities to achieve its conservation goals.

The Superintendent or designee shall emphasize conservation instruction at the elementary and secondary levels which will provide students a knowledge and motivation to participate in energy conservation practices. The information shall include those types of energy conservation measures that **have** application in the home as well as the classroom.

The Superintendent or designee shall periodically report to the Board on the District's progress in meeting energy and water use reduction goals.

All car wash fundraisers shall be suspended due to the State-wide drought emergency. If car wash fundraisers are allowed to resume following the conclusion of the drought emergency, all events shall have water hoses equipped with a spray nozzle that shuts off automatically to reduce water waste, which is the law. When allowable by ordinance, car wash fundraiser staff shall:



**BOARD POLICY NO. 3511** 

**SUBJECT: Energy and Water Conservation** 

CATEGORY: Business and Noninstructional Operations Effective:

RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental Relations Revised: 2/15/2017

- Look for a location where the run off can be disposed of without it entering a storm drain, such as a lawn.
- Seal off the catch basin and pump the water to a vegetated area or lawn.

### **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to energy and water conservation incurred for the purpose of reducing District costs as stewards of public funds.

## IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

Administrative Regulation 3511, Energy and Water Conservation

### **Legal Reference:**

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions; ADA estimate

#### **Public Resources Code**

25410-25421 Energy conservation assistance

#### **Management Resources:**

## **CDE Management Advisories**

0118.01 California's Energy Challenge

0706.90 Water Conservation Advisory, 90-09

0222.90 Average Daily Attendance Credit During Periods of Emergency 90-01

## Web Sites:

CSBA: http://www.csba.org

California Department of Education, Facilities Division, Energy Challenge:

http://www.cde.ca.gov/facilities/energyefficiency

California Energy Commission: <a href="http://www.energy.ca.gov/">http://www.energy.ca.gov/</a>

Alliance to Save Energy: <a href="http://www.ase.org/">http://www.ase.org/</a>

Adopted: (5-84 8-98 4-02 10-16) 2-17 Santa Ana, CA



**BOARD POLICY NO. 3511** 

**SUBJECT: Energy and Water Conservation** 

CATEGORY: Business and Noninstructional Operations Effective: 2/15/2017 RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental Relations Revised: 2/15/2017

## **SCOPE:**

The Governing Board is committed to reducing the District's demand for electricity and water to help conserve natural resources and to save money to support other District needs. To that end, the Board shall establish goals to help reduce the district's energy and water consumption.

### **POLICY:**

The Superintendent or designee shall establish an energy efficiency program which shall include specific strategies designed to help the District use energy more efficiently and to help ensure that funds intended for student learning are not diverted to cover energy costs.

As part of the energy efficiency program, the Superintendent or designee shall develop an emergency action plan to address actions to be taken in the event of power outages in schools, both during and after school operations. The action plan shall also address the role of staff, students and parents/guardians in helping to conserve resources and other activities to help the district meet energy reduction goals. (cf. 3516 - Emergencies and Disaster Preparedness Plan) (cf. 3516.5 - Emergency Schedules)

The Superintendent or designee shall analyze the increase on the District's budget. He/ she shall recommend necessary contingency plans. (cf. 3100 - Budget)

The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and capital expenditures which may help the district reach its energy and water conservation goals. (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall present to the Board cost-reducing opportunities to achieve its conservation goals.

The Superintendent or designee shall emphasize conservation instruction at the elementary and secondary levels which will provide students a knowledge and motivation to participate in energy conservation practices. The information shall include those types of energy conservation measures that have application in the home as well as the classroom.

The Superintendent or designee shall periodically report to the Board on the District's progress in meeting energy and water use reduction goals.

All car wash fundraisers shall be suspended due to the State-wide drought emergency. If car wash fundraisers are allowed to resume following the conclusion of the drought emergency, all events shall have water hoses equipped with a spray nozzle that shuts off automatically to reduce water waste, which is the law. When allowable by ordinance, car wash fundraiser staff shall:



**BOARD POLICY NO. 3511** 

**SUBJECT: Energy and Water Conservation** 

CATEGORY: Business and Noninstructional Operations Effective: 2/15/2017 RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental Relations Revised: 2/15/2017

- Look for a location where the run off can be disposed of without it entering a storm drain, such as a lawn.
- Seal off the catch basin and pump the water to a vegetated area or lawn.

## **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to energy and water conservation incurred for the purpose of reducing District costs as stewards of public funds.

## <u>IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:</u>

## **District Policies and Procedures:**

Administrative Regulation 3511, Energy and Water Conservation

## **Legal Reference:**

School term or session length, failure to comply due to disaster

Emergency conditions; ADA estimate

#### **Public Resources Code**

25410-25421 Energy Conservation Assistance

#### **Management Resources:**

## **CDE Management Advisories**

O118.01 California's Energy Challenge

0706.90 Water Conservation Advisory, 90-09

0222.90 Average Daily Attendance Credit During Periods of Emergency 90-01

#### **Web Sites:**

CSBA: http://www.csba.org

California Department of Education, Facilities Division, Energy Challenge:

http://www.cde.ca.gov/facilities/energyefficiency

California Energy Commission: <a href="http://www.energy.ca.gov/">http://www.energy.ca.gov/</a>

Alliance to Save Energy: <a href="http://www.ase.org/">http://www.ase.org/</a>

Adopted: (5-84 8-98 4-02 10-16) 2-17 Santa Ana, CA

# AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Board Policy (BP) 3511.1 – <u>Integrated Waste Management</u> (Revised:

First Reading)

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: John Wysocki, Director, Building Services

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading Board Policy (BP) 3511.1 – <u>Integrated Waste</u> Management.

#### **RATIONALE:**

The updated Board policy contains revisions from the California School Board Association's model policy. The revisions reflect changes to the Integrated Waste Management designations as well as other adjustments.

#### **ITEM SUMMARY:**

- Board Policy (BP) 3511.1 <u>Integrated Waste Management</u> revised for first reading.
- Provide for efficient and environmentally safe measure to handle.

The last revision occurred on May 2003.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact to the General Fund.

#### **RECOMMENDATION:**

Board Policy (BP) 3511.1 – Integrated Waste Management presented for first reading.

OW:JW:rb



**BOARD POLICY NO: 3511.1** 

**SUBJECT: Integrated Waste Management** 

RESPONSIBLE OFFICE(S): Facilities and Governmental Relations REVISED:

### **SCOPE:**

The Governing Board believes that the conservation of water, energy and other natural resources as well as and the protection of the environment are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop an and/or implement a cost-effective, integrated waste management program to reduce waste, conserve natural resources and protect the environment. (cf.3511—Energy and Water Conservation) (cf.3514—Environmental Safety) (cf.3514.2—Integrated Pest Management) that incorporates the principles of green school operations.

## **POLICY:**

The district's program shall include specific strategies designed to help the district reduce solid and hazardous waste generation and, improve efficiency in its use of natural resources in all areas of its operations., and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program. (cf.1400 Relations Between Other Governmental Agencies and the Schools) (cf.7131 Relations with Local Agencies)

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reduction incentives.

To the extent that funding permits, the Superintendent or designee shall provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment. (cf.4131 — Staff Development) (cf.4231 — Staff Development) (cf.4231 — Staff Development) (cf.6142.5 — Environmental Education) (cf.6142.93 — Science Instruction)

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

(Legal reference next page)



**BOARD POLICY NO: 3511.1** 

**REVISED:** 

**SUBJECT: Integrated Waste Management** 

RESPONSIBLE OFFICE(S): Facilities and Governmental Relations

## **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to bulk and recyclable waste conservation incurred for the purpose of reducing District costs as stewards of public funds.

## IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

**District Policies and Procedures:** 

(cf. 3511 - Energy and Water Management)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 – Hazardous Substance)

(cf. 7131 - Relations with Local Agencies)

(cf. 4131 – Certified Professional/Staff Development)

(cf. 4331 – Management, Supervisory & Confidential Personnel/Staff Development)

(cf. 6142.5 - Environmental Education)

## **Legal Reference:**

## **Education Code**

8700-8707 Environmental education

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high

performance standards

17072.35 New construction grants; use for designs and materials for high

performance schools

32370-32376 Recycling paper

33541 Environmental education

51226.4 Environmental ambassador pilot program

#### **Public Resources Code**

25410-25421 Energy conservation assistance

40050-40063 Waste management; integrated waste management act

41780 Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 School site source reduction and recycling

42649-42649.7 Recycling of commercial solid waste

Code of Regulations, Title 14

17225.12 Commercial solid waste



**BOARD POLICY NO: 3511.1** 

**SUBJECT: Integrated Waste Management** 

RESPONSIBLE OFFICE(S): Facilities and Governmental Relations REVISED:

## **Management Resources:**

### **CIWMB PUBLICATIONS**

A District-wide Approach to Recycling – A Guide for School Districts, Pub. #500-94-009 Seeing Green through Waste Prevention – A Guide for School Districts, Pub. #500-94-010

Going Beyond Recycling, Buying Recycled - A Guide for School Reusable School News Web Sites:

CSBA: <a href="http://www.csba.org">http://www.csba.org</a>

California Integrated Waste Management Board: htt://www.ciwmb.ca.gov

California Department of Resources Recycling and Recovery:

http://www.calrecycle.ca.gov/ReduceWaste/Schools

California Division of State Architect: <a href="http://www.dsa.ca.gov">http://www.dsa.ca.gov</a>

http://www.dgs.ca.gov/dsa

California Energy Commission: http://www.energy.ca.gov

California Environmental Protection Agency: <a href="http://www.calepa.ca.gov">http://www.calepa.ca.gov</a>
U.S. EPA Environmental Protection Agency: <a href="http://www.epa.gov">http://www.epa.gov</a>



**BOARD POLICY NO: 3511.1** 

SUBJECT: Integrated Waste Management

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017 RESPONSIBLE OFFICE(S): Facilities and Governmental Relations REVISED: 2/15/2017

### **SCOPE:**

The Governing Board believes that the conservation of natural resources and the protection of the environment are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and/or implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

## **POLICY:**

The district's program shall include strategies designed to help the district reduce solid and hazardous waste generation, improve efficiency in its use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reduction incentives. To the extent that funding permits, the Superintendent or designee shall provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

#### **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to bulk and recyclable waste conservation incurred for the purpose of reducing District costs as stewards of public funds.

## **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

## **District Policies and Procedures:**

(cf. 3511 - Energy and Water Management)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 – Hazardous Substance)

(cf. 7131 - Relations with Local Agencies)

(cf. 4131 - Certified Professional/Staff Development)



**BOARD POLICY NO: 3511.1** 

## **SUBJECT:Integrated Waste Management**

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

2/15/2017

RESPONSIBLE OFFICE(S): Facilities and Governmental Relations REVISED:

(cf. 4331 – Management, Supervisory & Confidential Personnel/Staff Development)

(cf. 6142.5 - Environmental Education)

## **Legal Reference:**

## **Education Code**

8700-8707 Environmental education

<u>17070.96</u> Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

<u>17072.35</u> New construction grants; use for designs and materials for high performance schools

32370-32376 Recycling paper

33541 Environmental education

#### **Public Resources Code**

25410-25421 Energy conservation assistance

40050-40063 Waste management; integrated waste management

41780 Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 School site source reduction and recycling

42649-42649.7 Recycling of commercial solid waste

#### Code of Regulations, Title 14

17225.12 Commercial solid waste

#### **Management Resources:**

## Web Sites:

CSBA: http://www.csba.org

California Department of Resources Recycling and Recovery:

http://www.calrecycle.ca.gov/ReduceWaste/Schools

California Division of State Architect: http://www.dgs.ca.gov/dsa

California Energy Commission: http://www.energy.ca.gov

California Environmental Protection Agency: <a href="http://www.calepa.ca.gov">http://www.calepa.ca.gov</a>

U.S. Environmental Protection Agency: http://www.epa.gov

Adopted (5-03) 2-17 Santa Ana, CA

# AGENDA ITEM BACKUP SHEET February 15, 2017

## **Board Meeting**

TITLE: Board Policy (BP) 3514 - Environmental Safety (Revised: First

Reading)

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: John Wysocki, Director, Building Services

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading Board Policy (BP) 3514 - <u>Environmental Safety</u>.

#### **RATIONALE:**

The updated Board policy contains revisions from the California School Board Association's model policy. The revisions reflect changes to Environmental Safety designations as well as other reporting

requirements.

## The last revision occurred on August 1998.

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact to the General Fund.

#### **RECOMMENDATION:**

Board Policy (BP) 3514 – Environmental Safety presented for first reading.

OW:JW:rb

#### **ITEM SUMMARY:**

- Board Policy (BP) 3514 –
   <u>Environmental Safety</u> revised for first reading.
- The last revision was August 1998.



**BOARD POLICY NO: 3514** 

SUBJECT: Environmental Safety

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: M/YYYY
RESPONSIBLE OFFICE(S): Business Services, Facilities and Governmental Relations REVISED: 2/15/2017

### **SCOPE:**

The Governing Board recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Board Superintendent or designee shall regularly assess school facilities to identify and address potential risks to health and the environment and shall ensure that environmental resources are used in a responsible manner. (cf. 3513.3 Tobacco-Free Schools) (cf. 3514.1 Hazardous Substances) (cf. 3516 Emergencies and Disaster Preparedness Plan) (cf. 4119.42/4219.42/4319.42 Esposure Control Plan for Bloodborne Pathogens) (cf.4119.43/4219.43/4319.43 Universal Precautions) (cf. 4157/4257/4357 Employee Safety) (cf.5142 Safety) (cf.7150 Site Selection and Development) environmental health risks. The Superintendent or designee shall establish a comprehensive plan to prevent and/or mitigate environmental hazards based on a consideration of the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff attendance, student attendance, and student achievement.

## **POLICY:**

The Superintendent or designee shall establish regulations to prevent and/or reduce environmental hazards in accordance with law and state guidelines. Strategies shall include but not necessarily be limited to:

- 1. Considering air quality in the siting and architectural design of new or remodeled facilities and in the selection of building materials and furnishings, and taking steps to reduce indoor air contaminants in maintenance operations
- 2. Ensuring the use of effective least toxic pest management practices at all district schools. (cf. 3514.2 Integrated Pest Management.)
- 3. Minimizing the exposure to lead in paint, soil or drinking water, especially in areas accessible to very young children.
- 4. Inspecting and testing facilities for asbestos-containing materials and protecting persons during encapsulation and removal of any asbestos.

The Superintendent or designee shall notify the **Board, staff,** parents/guardians, **students, and/or governmental agencies**, as appropriate, if an environmental hazard is discovered at a school site. The notification shall detail-provide information about the district's efforts actions to remedy the hazard and may recommend health screening of staff and students.

(Legal Reference next page)

#### **DESIRED OUTCOME:**

This policy will promote healthy school environments.



**BOARD POLICY NO: 3514** 

SUBJECT: Environmental Safety

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: M/YYYY

RESPONSIBLE OFFICE(S): Business Services, Facilities and Governmental Relations REVISED:

### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

(cf. 1312.3 - Williams Uniform Complaint Procedures)

cf. 3514.2 - Integrated Pest Management)

cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 4131 - Staff Development)

(cf. 4331 – Management Supervisory and Confidential Staff Development)

(cf. 4157/4257/4357/4158/4258/4358 - Employee Safety)

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5141.23 – Infectious Disease Prevention)

(cf. 5141.6 - Student Health and Social Services)

(cf. 6163.2 - Animals at School and District Facilities)

(cf. 7150 - Site Selection and Development)

(cf. 3516.5 – Emergencies and Disaster Preparedness Plan)

(cf. 6142.7 - Physical Education)

(cf. 6161.3 - Toxic Art Supplies)

#### **Legal Reference:**

### **Education Code**

17366 Legislative intent (fitness of buildings for occupancy)

17002 Definition of "good repair"

### 17070.75 Facilities inspection

17582 Deferred maintenance fund

17590 Asbestos abatement fund

17608-17613 Healthy Schools Act of 2000, least toxic pest management practices

## 32080-32081 Carbon monoxide devices

32240-32245 Lead-Safe Schools Protection Act

48980.3 Notification of pesticides

49410-49410.7 Asbestos materials containment or removal

#### FOOD AND AGRICULTURE AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000, least toxic pest management practices

#### **Government Code**

3543.2 Scope of representation; right to negotiate safety conditions

## **Health and Safety Code**



**BOARD POLICY NO: 3514** 

SUBJECT: Environmental Safety

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: M/YYYY

RESPONSIBLE OFFICE(S): Business Services, Facilities and Governmental Relations REVISED:

105400-105430 Indoor environmental quality

113700-114437 California Retail Food Code, sanitation and safety requirements

CODE OF REGULATIONS, TITLE 5
14010 Standards for school site selection

## Code of Regulations, Title 8

337-339 Hazardous substances list

340-340.3 340.2 Employer's obligation to provide safety information Occupational safety and

health, rights of employees

1532.1 1528-1533 Construction safety orders; lead standard exposure to hazards

5142 Heating, ventilating and air conditioning systems; minimum ventilation

5143 Mechanical ventilating systems; inspection and maintenance

5139-5223 Control of hazardous substances

Code of Regulations, Title 13

2025 Retrofitting of diesel school buses

2480 Vehicle idling

Code of Regulations, Title 17

35001- 35099 36100 Accreditation in Lead abatement services

Code of Regulations, Title 22

64670-64679 Lead and copper in drinking water

**United States Code, Title 7** 

136-136y Insecticide, Fungicide and Rodentcide Act Use of pesticides

**United States Code, Title 15** 

2601-2629 Control of toxic substances

2641-2656 Asbestos Hazard Emergency Response Act

**United States Code, Title 42** 

1758 Food safety and inspections

Code of Federal Regulations, Title 40

763.93 Management Plans

763.94 Recordkeeping

141.1-141.723 Drinking water standards

745.61-745.339 Lead-based paint standards

763.80-763.99 Asbestos-containing materials in schools

763.120-763.123 Asbestos worker protections



**BOARD POLICY NO: 3514** 

SUBJECT: Environmental Safety

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: M/YYYY

RESPONSIBLE OFFICE(S): Business Services, Facilities and Governmental Relations REVISED:

#### **Management Resources:**

#### **CSBA PUBLICATIONS**

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments,

Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Food Safety Requirements, Fact Sheet, October 2007

Sun Safety in Schools, Policy Brief, July 2006

**CDE** California Department of Education Publications

School Site Selection and Approval Guide, 2000

Indoor Air Quality, A Guide for Educators, 1995

California Department Of Health Services Advisories Publications

Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child

Care Facilities: Report to the California State Legislature, April 1998

### **U.S. Environmental Protection Agency Publications**

Pest Control in the School Environment: Adopting Integrated Pest Management, 1993

**Indoor Air Quality Tools for Schools, rev. 2007** 

Healthy School Environments Assessment Tool, 2007

The ABCs of Asbestos in Schools, rev. August 2003

Mold Remediation in Schools and Commercial Buildings, March 2001

How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study

**Guide**, 1996

#### Web Sites:

CDE: http://www.cde.ca.gov

California Department of Health Services, Lead Poisoning Prevention Branch:

http://www.dhs.ca.gov/childlead

CSBA: http://www.csba.org

AirNow: http://www.airnow.gov

American Association of School Administrators: http://www.aasa.org

California Air Resources Board: http://www.arb.ca.gov

California Department of Education, Health and Safety: http://www.cde.ca.gov/ls/fa/hs

California Department of Pesticide Regulation: <a href="http://www.cdpr.ca.gov">http://www.cdpr.ca.gov</a>

California Department of Public Health: http://www.cdph.ca.gov

California Indoor Air Quality Program: http://www.cal-iaq.org

Centers for Disease Control and Prevention: http://www.cdc.gov

Consumer Product Safety Commission: http://www.cpsc.gov

National Center for Environmental Health: <a href="http://www.cdc.gov/nceh">http://www.cdc.gov/nceh</a>
Occupational Safety and Health Administration: <a href="http://www.osha.gov">http://www.osha.gov</a>

U.S. EPA Environmental Protection Agency: http://www.epa.gov



**BOARD POLICY NO: 3514** 

SUBJECT: Environmental Safety

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017 RESPONSIBLE OFFICE(S): Business Services, Facilities and Governmental Relations REVISED: 2/15/2017

#### **SCOPE:**

The Governing Board recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall regularly assess school facilities to identify environmental health risks. The Superintendent or designee shall establish a comprehensive plan to prevent and/or mitigate environmental hazards based on a consideration of the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff attendance, student attendance, and student achievement.

#### **POLICY:**

The Superintendent or designee shall establish regulations to prevent and/or reduce environmental hazards in accordance with law and state guidelines. Strategies shall include but not necessarily limited to:

- 1. Considering air quality in the siting and architectural design of new or remodeled facilities and in the selection of building materials and furnishings, and taking steps to reduce indoor air contaminants in maintenance operations
- 2. Ensuring the use of effective least toxic pest management practices at all district schools. (cf. 3514.2 Integrated Pest Management.)
- 3. Minimizing the exposure to lead in paint, soil or drinking water, especially in areas accessible to very young children.
- 4. Inspecting and testing facilities for asbestos-containing materials and protecting persons during encapsulation and removal of any asbestos.

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

#### **DESIRED OUTCOME:**

This policy will promote healthy school environments.

## **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

#### **District Policies and Procedures:**

(cf. 1312.3 - Williams Uniform Complaint Procedures)

cf. 3514.2 - Integrated Pest Management)

cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 4131 - Staff Development)

(cf. 4331 – Management Supervisory and Confidential Staff Development)



**BOARD POLICY NO: 3514** 

SUBJECT: Environmental Safety

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017 RESPONSIBLE OFFICE(S): Business Services, Facilities and Governmental Relations REVISED: 2/15/2017

(cf. 4157/4257/4357/4158/4258/4358 - Employee Safety)

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5141.23 – Infectious Disease Prevention)

(cf. 5141.6 - Student Health and Social Services)

(cf. 6163.2 - Animals at School and District Facilities)

(cf. 7150 - Site Selection and Development)

(cf. 3516.5 – Emergencies and Disaster Preparedness Plan)

(cf. 6142.7 - Physical Education)

(cf. 6161.3 - Toxic Art Supplies)

#### **Legal Reference:**

#### **Education Code**

17002 Definition of "good repair"

17070.75 Facilities inspection

17582 Deferred maintenance fund

17590 Asbestos abatement fund

17608-17613 Healthy Schools Act of 2000, least toxic pest management practices

32080-32081 Carbon monoxide devices

32240-32245 Lead-Safe Schools Protection Act

48980.3 Notification of pesticides

49410-49410.7 Asbestos materials containment or removal

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000, least toxic pest management practices

#### **Government Code**

<u>3543.2</u> Scope of representation; right to negotiate safety conditions

#### **Health and Safety Code**

105400-105430 Indoor environmental quality

113700-114437 California Retail Food Code, sanitation and safety requirements

#### Code of Regulations, Title 5

14010 Standards for school site selection

#### Code of Regulations, Title 8

337-339 Hazardous substances list

340-340.2 Occupational safety and health, rights of employees

1528-<u>1533</u> Construction safety orders; exposure to hazards



**BOARD POLICY NO: 3514** 

SUBJECT: Environmental Safety

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017 RESPONSIBLE OFFICE(S): Business Services, Facilities and Governmental Relations REVISED: 2/15/2017

5139-5223 Control of hazardous substances

#### Code of Regulations, Title 13

2025 Retrofitting of diesel school buses <u>2480</u> Vehicle idling

# Code of Regulations, Title 17

35001-36100 Lead abatement services

### Code of Regulations, Title 22

64670-64679 Lead and copper in drinking water

#### **United States Code, Title 7**

136-136y Use of pesticides

#### **United States Code, Title 15**

2601-2629 Control of toxic substances 2641-2656 Asbestos Hazard Emergency Response Act

#### **United States Code, Title 42**

1758 Food safety and inspections

#### Code of Federal Regulations, Title 40

141.1-141.723 Drinking water standards 745.61-745.339 Lead-based paint standards 763.80-763.99 Asbestos-containing materials in schools 763.120-763.123 Asbestos worker protections

#### **Management Resources:**

**CSBA PUBLICATIONS** 

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Food Safety Requirements, Fact Sheet, October 2007

Sun Safety in Schools, Policy Brief, July 2006

#### **California Department of Education Publications**

School Site Selection and Approval Guide, 2000 Indoor Air Quality, A Guide for Educators, 1995



**BOARD POLICY NO: 3514** 

SUBJECT: Environmental Safety

CATEGORY: Business and Non-Instructional Operations EFFECTIVE: 2/15/2017 RESPONSIBLE OFFICE(S): Business Services, Facilities and Governmental Relations REVISED: 2/15/2017

### **California Department of Health Services Publications**

Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child Care

Facilities, April 1998

### **U.S. Environmental Protection Agency Publications**

Indoor Air Quality Tools for Schools, rev. 2007

Healthy School Environments Assessment Tool, 2007

The ABCs of Asbestos in Schools, rev. August 2003

Mold Remediation in Schools and Commercial Buildings, March 2001

How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide,

1996

#### **Web Sites**

CSBA: <a href="http://www.csba.org">http://www.csba.org</a>
AirNow: <a href="http://www.airnow.gov">http://www.airnow.gov</a>

American Association of School Administrators: http://www.aasa.org

California Air Resources Board: http://www.arb.ca.gov

California Department of Education, Health and Safety: http://www.cde.ca.gov/ls/fa/hs

California Department of Pesticide Regulation: http://www.cdpr.ca.gov

California Department of Public Health: <a href="http://www.cdph.ca.gov">http://www.cdph.ca.gov</a>

California Indoor Air Quality Program: <a href="http://www.cal-iaq.org">http://www.cal-iaq.org</a>

Centers for Disease Control and Prevention: <a href="http://www.cdc.gov">http://www.cdc.gov</a>

Consumer Product Safety Commission: <a href="http://www.cpsc.gov">http://www.cpsc.gov</a>

National Center for Environmental Health: <a href="http://www.cdc.gov/nceh">http://www.cdc.gov/nceh</a>
Occupational Safety and Health Administration: <a href="http://www.osha.gov">http://www.osha.gov</a>

U.S. Environmental Protection Agency: http://www.epa.gov

Adopted: (8-98 4-02) 2-17 Santa Ana, CA

# AGENDA ITEM BACKUP SHEET February 15, 2017

# **Board Meeting**

TITLE: Board Policy (BP) 3514.1 - <u>Hazardous Substance</u> (Revised: First

Reading)

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services PREPARED BY: Camille Boden, Executive Director, Risk Management

#### **BACKGROUND INFORMATION:**

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in August 1998.

#### **ITEM SUMMARY:**

Board Policy 3514 –
 <u>Hazardous Substance</u>
 revisions to align with
 current recommendations
 from the California
 School Board
 Association.

#### **RATIONALE:**

The purpose of this agenda item is to present for first reading a revised Board Policy (BP) 3514 – Hazardous Substance.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Approve the first reading of the revised Board Policy 3514 – Hazardous Substance.

TD:cb:mm

**BOARD POLICY NO: 3514.1** 

SUBJECT: Hazardous Substances

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

RESPONSIBLE OFFICE(S): Business, Risk Management, Building Services, Logistics REVIEWED: 02/15/17

### **SCOPE:**

The Governing Board recognizes that potentially hazardous substances are used in the daily operations of our schools. The Superintendent or designees shall ensure these substances are inventoried, used, stored and regularly disposed of in a safe and legal manner, and in compliance.

#### **POLICY:**

Insofar as **reasonably** possible, the Superintendent or designees shall minimize the quantities of hazardous substances stored and used on school property. and shall substitute less dangerous materials for hazardous substances.

When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

The Superintendent or designees shall develop, implement, and maintain a written hazard communication program in accordance with state law and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

As part of this program he/she shall ensure that employees are fully informed about the properties and potential hazards of substances to which they may be exposed and that material data sheets are readily accessible to them.

Teachers s hall instruct students about the importance of proper handling, storage, disposal and protection when using potentially hazardous substances.

Should the District maintain a workplace where there is laboratory use of hazardous chemicals (i.e., where relatively small quantities of hazardous chemicals are used but not produced), the District is required to have a written chemical hygiene plan to protect employees.

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include instruction to students about proper handling of hazardous substances.

#### **DESIRED OUTCOME:**

To provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

**BOARD POLICY NO: 3514.1** 

SUBJECT: Hazardous Substances

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

RESPONSIBLE OFFICE(S): Business, Risk Management, Building Services, Logistics REVIEWED: 02/15/17

# <u>IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:</u>

#### **District Policies and Procedures:**

BP 1240 - Volunteer Worker

BP 3514 - Environmental Safety

BP 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens

BP 4157/4257/4357 - Employee Safety

BP 5141.22 - Infectious Diseases

BP 5142 - Safety

BP 6161.3 - Toxic Art Supplies

AR 1240 - Volunteer Worker

AR 3514 - Environmental Safety

AR 3514.2 - Integrated Pest Management

AR 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens

#### **Legal Reference:**

#### **Education Code:**

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of

shelf life; disposal

## Food and Agricultural Code:

Regulations re pesticides and worker safety

#### **Health and Safety Code:**

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

### **Labor Code:**

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

#### **Code of Regulations, Title 8:**

339 List of hazardous substances

3203 Illness and injury prevention program

Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

Occupational exposure to hazardous chemicals in laboratories; chemical

hygiene plan

5194 Hazard communication

**BOARD POLICY NO: 3514.1** 

SUBJECT: Hazardous Substances

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

RESPONSIBLE OFFICE(S): Business, Risk Management, Building Services, Logistics REVIEWED: 02/15/17

### **Code of Regulations, Title 22:**

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation

facilities

## **Management Resources:**

California Department of Education Publications

# Science Safety Handbook for California Public Schools, 2012

**WEB SITES** 

CSBA: <a href="http://www.csba.org">http://www.csba.org</a>

California Department of Education: <a href="http://cde.ca.gov">http://cde.ca.gov</a>

Department of Industrial Relations, Cal/OSHA: <a href="http://www.dir.ca.gov/dosh">http://www.dir.ca.gov/dosh</a>

(12/89 2/97) 4/13

Adopted: 8-98 3-17 Santa Ana, CA

**BOARD POLICY NO: 3514.1** 

SUBJECT: Hazardous Substances

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

RESPONSIBLE OFFICE(S): Business, Risk Management, Building Services, Logistics REVIEWED: 02/15/17

### **SCOPE:**

The Governing Board recognizes that potentially hazardous substances are used in the daily operations of our schools. The Superintendent or designees shall ensure these substances are inventoried, used, stored and regularly disposed of in a safe and legal manner, and in compliance.

#### **POLICY:**

Insofar as reasonably possible, the Superintendent or designees shall minimize the quantities of hazardous substances stored and used on school property.

When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

The Superintendent or designees shall develop, implement, and maintain a written hazard communication program in accordance with state law and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

Should the District maintain a workplace where there is laboratory use of hazardous chemicals (i.e., where relatively small quantities of hazardous chemicals are used but not produced), the District is required to have a written chemical hygiene plan to protect employees.

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include instruction to students about proper handling of hazardous substances.

#### **DESIRED OUTCOME:**

To provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

BP 1240 - Volunteer Worker

BP 3514 - Environmental Safety

BP 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens

BP 4157/4257/4357 - Employee Safety

BP 5141.22 - Infectious Diseases

BP 5142 - Safety

BP 6161.3 - Toxic Art Supplies

AR 1240 - Volunteer Worker

AR 3514 - Environmental Safety

AR 3514.2 - Integrated Pest Management

AR 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens

**BOARD POLICY NO: 3514.1** 

SUBJECT: Hazardous Substances

CATEGORY: Business and Non-Instructional Operations EFFECTIVE:

RESPONSIBLE OFFICE(S): Business, Risk Management, Building Services, Logistics REVIEWED: 02/15/17

# **Legal Reference:**

#### **Education Code:**

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs;

determination of shelf life; disposal

#### **Food and Agricultural Code:**

Regulations re pesticides and worker safety

**Health and Safety Code:** 

25163 Transportation of hazardous wastes; registration; exemptions;

inspection

25500-25520 Hazardous materials release response plans; inventory

**Labor Code:** 

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

### **Code of Regulations, Title 8:**

339 List of hazardous substances

3203 Illness and injury prevention program

Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation 5161 Definitions

Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

Occupational exposure to hazardous chemicals in laboratories;

chemical hygiene plan

5194 Hazard communication

#### **Code of Regulations, Title 22:**

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation

facilities

### **Management Resources:**

California Department of Education Publications

#### Science Safety Handbook for California Public Schools, 2012

**WEB SITES** 

CSBA: http://www.csba.org

California Department of Education: http://cde.ca.gov

Department of Industrial Relations, Cal/OSHA: http://www.dir.ca.gov/dosh

(12/89 2/97) 4/13

Adopted: (8-98) 3-17 Santa Ana, CA

# AGENDA ITEM BACKUP SHEET February 15, 2017

# **Board Meeting**

TITLE:

Board Policy (BP) 3515 - Campus Security

(Revised: First Reading)

ITEM:

Action

SUBMITTED BY: PREPARED BY:

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

#### **BACKGROUND INFORMATION:**

The updated policy contains revisions from the California School Board Association and legal counsel. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in April 2009.

#### **ITEM SUMMARY:**

Board Policy 3515 –
 <u>Campus Security</u>
 revisions to align with
 current recommendations
 from the California School
 Board Association and legal
 counsel.

#### **RATIONALE:**

The purpose of this agenda item is to present for first reading a revised Board Policy (BP) 3515 – Campus Security.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Approve the first reading of the revised Board Policy (BP) 3515 – <u>Campus Security</u>.





**BOARD POLICY NO: 3515** 

**EFFECTIVE:** 

SUBJECT: Campus Security

CATEGORY: Business REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services

### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

#### **POLICY:**

The Governing Board is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures which are consistent with the goal and objectives of the district's comprehensive safety plan and site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

#### Surveillance Systems

The Board believes that reasonable use of surveillance cameras will help the district achieve its goals for campus security. In consultation with the safety planning committee and relevant staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

With the exception of covert cameras that have been temporarily installed for criminal investigation, prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous locations at affected school buildings and grounds. These signs shall inform students, staff, and visitors that surveillance may occur and shall state whether the district's system is actively monitored by school personnel. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur, explaining that the recordings may be used in disciplinary proceedings, and that matters captured by the camera may be referred to local law enforcement, as appropriate.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.



**BOARD POLICY NO: 3515** 

**EFFECTIVE:** 

SUBJECT: Campus Security

CATEGORY: Business REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services

#### Portable Audio/Video Recorders

The Board believes the use of Portable Audio/Video Recorders (Body Worn Cameras) by sworn peace officers have become a prevalent and effective form of technology among law enforcement agencies and have benefited both officers and the public alike. Portable Audio/Video Recorders promote the perceived legitimacy and sense of procedural justice the community has about the police department strengthening police accountability while providing Officers with the technology to capture and collect evidence/critical incidents and encounters with the public. To the extent that any images from the Portable Audio/Video Recorders create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

# <u>IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:</u>

#### **Legal Reference:**

#### **EDUCATION CODE**

32020 Access gates

32211 Threatened disruption or interference with classes

32280-32288 School safety plans

35160 Authority of governing boards 35160.1 Broad authority of school districts

38000-38005 Security patrols

49050-49051 Searches by school employees

49060-49079 Student records

PENAL CODE

469 Unauthorized making, duplicating or possession of key to public building

626-626.11 Disruption of schools and evidence

832.18 Downloading and storage of data recorded by body-worn cameras

#### **GOVERNMENT CODE**

3300 et seq. Public Safety Officers Procedural Bill of Rights 6250 et. seq. Protections and inspection of public records



**BOARD POLICY NO: 3515** 

REVIEWED: 2/15/2017

**EFFECTIVE:** 

SUBJECT: Campus Security

CATEGORY: Business

RESPONSIBLE OFFICE(S): Business Services

#### **CALIFORNIA CONSTITUTION**

Article 1, Section 28 (c) Right to Safe Schools UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

#### **COURT DECISIONS**

New Jersey v. T.L.O. (1985) 469 U.S. 325

#### ATTORNEY GENERAL OPINIONS

83 Ops. Cal. Atty. Gen. 257 (2000)

75 Ops. Cal. Atty. Gen. 155 (1992)

## **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: 04-09 Santa Ana, CA



**BOARD POLICY NO: 3515** 

SUBJECT: Campus Security EFFECTIVE:

CATEGORY: Business REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services

### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

## **POLICY:**

The Governing Board is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures which are consistent with the goal and objectives of the district's comprehensive safety plan and site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

### Surveillance Systems

The Board believes that reasonable use of surveillance cameras will help the district achieve its goals for campus security. In consultation with the safety planning committee and relevant staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

With the exception of covert cameras that have been temporarily installed for criminal investigation, prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous locations at affected school buildings and grounds. These signs shall inform students, staff, and visitors that surveillance may occur and shall state whether the district's system is actively monitored by school personnel. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur, explaining that the recordings may be used in disciplinary proceedings, and that matters captured by the camera may be referred to local law enforcement, as appropriate.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.



**BOARD POLICY NO: 3515** 

SUBJECT: Campus Security EFFECTIVE:

CATEGORY: Business REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services

#### Portable Audio/Video Recorders

The Board believes the use of Portable Audio/Video Recorders (Body Worn Cameras) by sworn peace officers have become a prevalent and effective form of technology among law enforcement agencies and have benefited both officers and the public alike. Portable Audio/Video Recorders promote the perceived legitimacy and sense of procedural justice the community has about the police department strengthening police accountability while providing Officers with the technology to capture and collect evidence/critical incidents and encounters with the public. To the extent that any images from the Portable Audio/Video Recorders create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

### <u>IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:</u>

# **Legal Reference:**

#### **EDUCATION CODE**

32020 Access gates

32211 Threatened disruption or interference with classes

32280-32288 School safety plans

35160 Authority of governing boards 35160.1 Broad authority of school districts

38000-38005 Security patrols

49050-49051 Searches by school employees

49060-49079 Student records

#### PENAL CODE

469 Unauthorized making, duplicating or possession of key to public building

626-626.11 Disruption of schools and evidence

Downloading and storage of data recorded by body-worn cameras

#### **GOVERNMENT CODE**

3300 et seq. Public Safety Officers Procedural Bill of Rights 6250 et. seq. Protections and inspection of public records



**BOARD POLICY NO: 3515** 

SUBJECT: Campus Security EFFECTIVE:

CATEGORY: Business REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Business Services

## **CALIFORNIA CONSTITUTION**

Article 1, Section 28 (c) Right to Safe Schools UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

## **COURT DECISIONS**

New Jersey v. T.L.O. (1985) 469 U.S. 325

## **ATTORNEY GENERAL OPINIONS**

83 Ops. Cal. Atty. Gen. 257 (2000) 75 Ops. Cal. Atty. Gen. 155 (1992)

## **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: 04-09 Santa Ana, CA

# AGENDA ITEM BACKUP SHEET February 15, 2017

# **Board Meeting**

TITLE: Board Policy (BP) 4112.2 – <u>Certification</u>

(Revised: First Reading)

ITEM: Action

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

#### **BACKGROUND INFORMATION:**

The updated policy contains revisions from the California School Board Association. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in October 2005.

#### **ITEM SUMMARY:**

Board Policy 4112.2 –
 <u>Certification</u>
 revisions to align with
 current recommendations
 from the California School
 Board Association.

### **RATIONALE:**

The purpose of this agenda item is to present for first reading a revised Board Policy (BP) 4112.2 – Certification.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Approve the first reading of the revised Board Policy (BP) 4112.2 – <u>Certification</u>.





**BOARD POLICY NO: 4112.2** 

**EFFECTIVE:** 

SUBJECT: Certification

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

### **POLICY:**

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4113 - Assignment)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 5148 - Child Care and Development)

(cf. 6178 - Career Technical Education)

(cf. 6200 - Adult Education)

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential. ensure that persons employed in positions requiring certification qualifications possess the appropriate credential or permit from the Commission on Teacher Credentialing (CTC) authorizing their employment in such positions. (cf. 4111 Recruitment and Selection) (cf.4112.21 - District Interns) (cf. 4112.22 - Staff Teaching Students of Limited English Proficiency) (cf. 4112.23 - Special Education Staff) (cf. 4113 - Assignment) (cf. 4116 Probationary/Permanent Status) (cf. 4121 - Temporary/Substitute Personnel) (cf. 5148 - Child Care and Development)

(cf. 4131 - Staff Development) (cf. 4131.1 - Teacher Support and Guidance)

Priorities for Hiring Based on Unavailability of Credentialed Teacher



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

When fully credentialed individuals are not available, the district may employ persons with intern credentials, emergency permits, pre-intern certificates or credential waivers under conditions and the limitations provided in state and federal law.

As necessary, all teacher of core academic subjects teaching in programs supported by federal Title I funds shall meet the requirements of the No Child Left Behind Act. By the end of the 2005-06 school year, all teachers of core academic subjects shall meet the requirements of the No Child Left Behind Act. (20 USC 6319, 7801; 5 CCR 6100-6125)

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

- 1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential
- 2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC

The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who holds an emergency permit or for whom a credential waiver has been granted by the CTC

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Board encourages district teachers to voluntarily seek, from complete the requirements for the advanced certification awarded by the National Board for Professional Teaching Standards. , additional certification which demonstrates advanced knowledge and teaching skills.

The Superintendent or designee inform district teachers and teachers working in charter schools about the program and how to acquire the necessary application and information materials. (cf. 0420.4- Charter Schools)

The Superintendent or designee may provide release time and support to teachers participating in the program.

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program.

(cf. 4161.3 - Professional Leaves)

#### **Parental Notifications**

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the

teacher provides instruction

2. Is teaching under emergency or other provisional status through which state qualification or licensing

criteria have been waived

3. Is teaching in the field of discipline of his/her certification

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

# IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

## Legal Reference:

•	<b>EDUCATION</b>	CODE
	8360-8370	Qualifications for child care personnel
	32340-32341	Unlawful issuance of a credential
	35186	Complaints regarding teacher vacancy or misassignment
	42647	Drawing of warrants
	44066	Limitations on certification requirements
	44200-44399.1	Teacher credentialing especially
	44200-44405	Teacher credentialing, especially:
	44225.6	CTC annual report on credentials, internships and emergency permits
	44225.7	Priorities for recruitment when fully prepared teacher not available
	44250-44277	Credential types; minimum requirements
	44251 —	Period of credentials
	44252	Standards and procedures for issuance; proficiency testing of basic skills
	44252.5	State basic skills assessment required for certificated personnel
	44259	Minimum requirements for teaching credential
	44259.5	Standards for teachers of all students, including English language learners
	44259.8 44270.3 44270.	Alternative means of entering teaching profession
	, , , , , , , , , , , , , , , , , , , ,	
	44274-44275.5	Out of state credentials
	44275.3	Employment of teachers with out-of-state credentials
	44277	Requirements for maintaining valid credentials
	44278	-Credential appeal
	44300-44302	Emergency permit
	44300-44301	Emergency permits



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

44302 —	- CTC notification re district options when fully qualified teacher not available
44325-443298	District interns
44330-44355	Certificates and credentials
44395-44399	National Board for Professional Teaching Standards
44330-44355	Certificates and credentials
44420-44440	Revocation and suspension of credentials
44450-44468	University intern program
44464	Period of validity of internship credential
44468 —	- Early completion of internship program
44500-44508	Peer Assistant and Review Program for Teachers
44661	- Performance evaluation, Stull Act review
44735	Teaching as a Priority-block grant
44751	Recruitment-centers
44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
56060-56063	Substitute teachers in special education
90530	-Recruitment centers

# **CODE OF REGULATIONS, TITLE 5**

6100-6125 Teacher qualifications, No Child Left Behind Act

80001-80674.6 Commission on Teacher Credentialing

#### UNITED STATES CODE, TITLE 20

6311	Parental notifications
6312	District Title I plan
6319	Highly qualified teachers
7801	Definitions, highly qualified teacher

#### CODE OF FEDERAL REULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

200.61 Parent notification regarding teacher qualifications

# **COURT DECISIONS**

Association of Mexican-American Educators, et. Al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F. Supp. 1534



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources Department

EFFECTIVE: REVIEWED: 2/15/2017

#### Management Resources:

# COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-667 Basic Skills Requirement

**CL-856 Provisional Internship Permit** 

CL 858 Short-Term Staff Permit

13-01 Hiring Hierarchy in Education Code 44225.7, Coded Correspondence, January 30, 2013

Subject Matter Authorization Guideline Book, 2012

Supplementary Authorization Guideline Book, 2012

California Standards for the Teaching Profession, 2009

The Administrator's Assignment Manual, rev. September 2007

### WEB SITES:

CSBA: http://www.csba.org

Commission on Teacher Credentialing: http://www.ctc.ca.gov

Commission on Teacher Credentialing, Credential Information Guide (for employers' use only):

http://www.ctc.ca.gov/credentials/cig

National Board for Professional Teaching Standards: http://www.nbpts.org

U.S. Department of Education: http://www.ed.gov

#### **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (10/96) 10/05 Santa Ana, CA



**BOARD POLICY NO: 4112.2** 

SUBJECT: **Certification** EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

# **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

# **POLICY:**

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4113 - Assignment)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 5148 - Child Care and Development)

(cf. 6178 - Career Technical Education)

(cf. 6200 - Adult Education)

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential

2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC

The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who holds an emergency permit or for whom a credential waiver has been granted by the CTC

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Board encourages district teachers to voluntarily complete the requirements for the advanced certification awarded by the National Board for Professional Teaching Standards.



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program.

(cf. 4161.3 - Professional Leaves)

#### Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

- 1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
- 2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
- 3. Is teaching in the field of discipline of his/her certification

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

## **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

## Legal Reference:

EDUCATION CODE		
8360-8370	Qualifications for child care personnel	
32340-32341	Unlawful issuance of a credential	
35186	Complaints regarding teacher vacancy or misassignment	
44066	Limitations on certification requirements	
44200-44399.1	Teacher credentialing, especially:	
44250-44277	Credential types; minimum requirements	
44300-44302	Emergency permit	
44325-44328	District interns	
44330-44355	Certificates and credentials	
44330-44355	Certificates and credentials	
44420-44440	Revocation and suspension of credentials	
44450-44468	University intern program	
44830-44929	Employment of certificated persons; requirement of proficiency in basic skills	
56060-56063	Substitute teachers in special education	

# **CODE OF REGULATIONS, TITLE 5**

80001-80674.6 Commission on Teacher Credentialing

#### CODE OF FEDERAL REULATIONS, TITLE 34

200.61 Parent notification regarding teacher qualifications

#### **COURT DECISIONS**

Association of Mexican-American Educators, et. Al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F. Supp. 1534



**BOARD POLICY NO: 4112.2** 

SUBJECT: Certification EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

#### Management Resources:

# COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-667 Basic Skills Requirement

CL-856 Provisional Internship Permit

CL 858 Short-Term Staff Permit

13-01 Hiring Hierarchy in Education Code 44225.7, Coded Correspondence, January 30, 2013

Subject Matter Authorization Guideline Book, 2012

Supplementary Authorization Guideline Book, 2012

California Standards for the Teaching Profession, 2009

The Administrator's Assignment Manual, rev. September 2007

## WEB SITES:

CSBA: http://www.csba.org

Commission on Teacher Credentialing: http://www.ctc.ca.gov

Commission on Teacher Credentialing, Credential Information Guide (for employers' use only):

http://www.ctc.ca.gov/credentials/cig

National Board for Professional Teaching Standards: http://www.nbpts.org

U.S. Department of Education: http://www.ed.gov

#### **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (10/96) 10/05 Santa Ana, CA

# AGENDA ITEM BACKUP SHEET February 15, 2017

# **Board Meeting**

TITLE:

Board Policy (BP) 4115 - Evaluation/Supervision

(Revised: First Reading)

ITEM:

Action

PREPARED BY:

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

#### **BACKGROUND INFORMATION:**

The updated policy contains revisions from the California School Board Association. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in October 1996.

#### **ITEM SUMMARY:**

Board Policy 4115 -Evaluation/Supervision revisions to align with current recommendations from the California School Board Association.

#### **RATIONALE:**

The purpose of this agenda item is to present for first reading a revised Board Policy (BP) 4115 -Evaluation/Supervision.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Approve the first reading of the revised Board Policy (BP) 4115 – Evaluation/Supervision.

**BOARD POLICY NO: 4115** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel EFFECTIVE:

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

#### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

#### **POLICY:**

The Governing Board believes that regular, and comprehensive evaluations designed to hold ean help instructional staff accountable for their performance are key to improveing their teaching-skills and raiseing students' levels of achievement. Evaluations also serve to hold teachers accountable for their performance. The Superintendent or designees shall evaluate the performance of certificated staff members in accordance with law and negotiated contracts. He/she shall ensure that evaluation ratings have uniform meaning throughout the District. (d. 4141/4241 Collective Bargaining Agreement)

The Board encourages certificated instructional staff to request further observations and/or professional advice to promote effective teaching.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4315 - Evaluation/Supervision)

Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When areas needing improvement are identified, the Board expects employees to accept responsibility for improving their performance and encourages them to take initiative to request assistance as necessary, including participation in appropriate staff development and/or individualized teacher support and guidance programs.

(cf. 4117.6 - Decision Not to Rehire)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

The Superintendent or designee shall ensure assess that the performance of certificated instructional employees staff as it reasonably have access to written regulations relateds to the following criteria: (Education Code 44662) evaluation of their performance in their assigned duties. (Education Code 35171) (cf. 4116 Probationary/Permanent Status) (cf. 4315.1 Competence in Evaluation of Teachers)

**BOARD POLICY NO: 4115** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel EFFECTIVE:

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

1. Students' progress toward meeting district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

- 2. The instructional techniques and strategies used by the employee
- 3. The employee's adherence to curricular objectives
- 4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities

With the agreement of the exclusive representative of the certificated staff when applicable, the Superintendent or designee may incorporate objective standards from the National Board for Professional Teaching Standards and/or the California Standards for the Teaching Profession into district evaluation standards.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4140/4240/4340 - Bargaining Units)

The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests. (Education Code 44662)

Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)

The Superintendent or designee shall ensure that evaluation ratings have uniform meaning and are uniformly applied throughout the district.

**BOARD POLICY NO: 4115** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel EFFECTIVE:

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

## **EDUCATION CODE**

33039 State guidelines for teacher evaluation procedures

35171 Availability of rules and regulations for evaluation of performance

44660-44665 Evaluation and assessment of performance of certificated employees (the

Stull Act)

#### **GOVERNMENT CODE**

3543.2 Scope of representation

**Management Resources:** 

#### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

WEB SITES

CSBA: http://www.csba.org/

California Department of Education: http://www.cde.ca.gov/

California Commission on Teacher Credentialing: http://www.ctc.ca.gov/

National Board for Professional Teaching Standards: http://www.nbpts.org/

#### **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (10/96) Santa Ana, CA

**BOARD POLICY NO: 4115** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

#### **POLICY:**

The Governing Board believes that regular, comprehensive evaluations designed to hold instructional staff accountable for their performance are key to improving their teaching skills and raising students' levels of achievement.

(cf. <u>4141/4241</u> - Collective Bargaining Agreement)

(cf. 4315 - Evaluation/Supervision)

Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When areas needing improvement are identified, the Board expects employees to accept responsibility for improving their performance and encourages them to take initiative to request assistance as necessary, including participation in appropriate staff development and/or individualized teacher support and guidance programs.

(cf. 4117.6 - Decision Not to Rehire)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria:

1. Students' progress toward meeting district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

- 2. The instructional techniques and strategies used by the employee
- 3. The employee's adherence to curricular objectives

**BOARD POLICY NO: 4115** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel EFFECTIVE: 2/15/2017
RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.

With the agreement of the exclusive representative of the certificated staff when applicable, the Superintendent or designee may incorporate objective standards from the National Board for Professional Teaching Standards and/or the California Standards for the Teaching Profession into district evaluation standards.

(cf. <u>4119.21/4219.21/4319.21</u> - Professional Standards)

(cf. <u>4140/4240/4340</u> - Bargaining Units)

The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests. (Education Code <u>44662</u>)

Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)

The Superintendent or designee shall ensure that evaluation ratings have uniform meaning and are uniformly applied throughout the district

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### Legal Reference:

#### **EDUCATION CODE**

33039 State guidelines for teacher evaluation procedures

35171 Availability of rules and regulations for evaluation of performance

44660-44665 Evaluation and assessment of performance of certificated employees (the

Stull Act)

### **GOVERNMENT CODE**

3543.2 Scope of representation

#### Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS California Standards for the Teaching Profession, 2009

**BOARD POLICY NO: 4115** 

SUBJECT: **Evaluation/Supervision** 

CATEGORY: Personnel EFFECTIVE: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department REVIEWED: 1/24/2017

**WEB SITES** 

CSBA: http://www.csba.org/

California Department of Education: http://www.cde.ca.gov/

California Commission on Teacher Credentialing: <a href="http://www.ctc.ca.gov/">http://www.ctc.ca.gov/</a> National Board for Professional Teaching Standards: <a href="http://www.nbpts.org/">http://www.nbpts.org/</a>

#### **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (10/96) Santa Ana, CA

## AGENDA ITEM BACKUP SHEET February 15, 2017

#### **Board Meeting**

TITLE:

Board Policy (BP) 4315 – Evaluation/Supervision

(Revised: First Reading)

ITEM:

Action

SUBMITTED BY: PREPARED BY:

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

#### **BACKGROUND INFORMATION:**

The updated policy contains revisions from the California School Board Association. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in August 1997.

#### **ITEM SUMMARY:**

Board Policy 4315 —
 Evaluation/Supervision
 revisions to align with
 current recommendations
 from the California School
 Board Association.

#### RATIONALE:

The purpose of this agenda item is to present for first reading a revised Board Policy (BP) 4315 – Evaluation/Supervision.

#### **FUNDING:**

No fiscal impact.

#### **RECOMMENDATION:**

Approve the first reading of the revised Board Policy (BP) 4315 – Evaluation/Supervision.

MAM:nr



**BOARD POLICY NO: 4315** 

**EFFECTIVE:** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

#### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

#### **POLICY:**

Employees designated as members of the Management Team shall be evaluated in writing at least once every other school year on a form and in a manner prescribed by the Superintendent. The evaluation shall include, among other things, an assessment of the manager's success in furthering the "Ten Overarching Elements of District Vision," as prescribed by the Board.

#### **Certificated Management**

The Governing Board believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans. shall establish and define job responsibilities for administrative personnel. The evaluation and assessment of the competency of administrative personnel shall be based on:

- 1. The administrator's progress toward agreed-upon goals, objectives and tasks.
- General expectations of performance which recognize professional responsibility, accountability, and attitude.
- 3. The fulfillment of responsibilities contained in the specific job descriptions adopted by the Board.
- 4. Additional factors as determined by the Superintendent.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4300 - Administrative and Supervisory Personnel)

The evaluation shall recognize the worth and needs of the individual in the total working environment and shall provide direction toward the improvement of his/her effectiveness.



**BOARD POLICY NO: 4315** 

EFFECTIVE:

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

(cf. 4331 - Staff Development)

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

(cf. 4140/4240/4340 - Bargaining Units) (cf. 4312.1 - Contracts)

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

(cf. 4112.9 - Employee Notifications)

Each administrator shall be evaluated formally at least once every other school year. Administrators new to a position may be evaluated each year for the first two (2) years in the position. Evaluation is a continuous process and may occur between scheduled periods at the request of the administrator, the administrator's immediate supervisor or any higher supervisor.

Administration and supervisory employees shall be evaluated annually, unless otherwise provided for in an employee contract or collective bargaining agreement. Evaluations may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee.

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)



**BOARD POLICY NO: 4315** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources Department

**EFFECTIVE:** 

**REVIEWED: 2/15/2017** 

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time.

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6141.5 - Advanced Placement)

- 2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities
- 3. Culturally responsive instructional strategies to address and eliminate the achievement gap
- 4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement
- 5. High expectations for all students and leadership to ensure active student engagement and learning
- 6. Collaborative professional practices for improving instructional strategies
- 7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior
- 8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth
- 9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators

(cf. 4119.21/4219.21/4319.21 - Professional Standards)



**BOARD POLICY NO: 4315** 

SUBJECT: Evaluation/Supervision EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

Formal management evaluations shall be recorded in writing on a form prescribed by the Superintendent. The evaluation shall include recommendations for improvement if needed. Assistance shall be provided by the District to this end.

The evaluation report must be signed by the evaluator and the evaluates and may be reviewed by the evaluator's immediate supervisor at the request of either party. The signature of the evaluated administrator shall not show agreement with the evaluation unless so indicated above his! her signature.

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

#### (cf. 4112.6/4212.6/4312.6 - Personnel Files)

For twelve-month employees, the written evaluation report shall be given to the administrator no later than June 30 and a discussion of the evaluation shall be held no later than July 30 of the year in which the evaluation takes place. (EC. 44663)

The Superintendent or designee shall develop regulations and procedures for the evaluation of all administrative and supervisory personnel. These written regulations and procedures shall be available to administrative and supervisory personnel. (EC. 35171)

#### **Classified Management Employees**

Classified management personnel will be evaluated according to the procedures developed by the Superintendent or designee and approved by the Governing Board. The evaluation shall include recommendations for improvement if needed. Assistance shall be provided by the District to this end.

#### Confidential Personnel

The Superintendent or designee shall develop appropriate procedures for the evaluation of confidential personnel. Evaluations shall be administered in the same manner and time schedule as classified employees who have similar but non-confidential positions with the District.



**BOARD POLICY NO: 4315** 

**EFFECTIVE:** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### Legal Reference:

#### **EDUCATION CODE**

33039 State guidelines for teacher evaluation procedures

35160.5 Requirement of district policies for competency of personnel assigned to

evaluate

Availability of rules and regulations for evaluation of performance 44660-44665 Evaluation and assessment of performance of certificated employees

44670-44671 Principal evaluation

45113 Rules and regulations for the classified service in districts not incorporating the

merit system

#### **GOVERNMETN CODE**

3540.1 Meeting and negotiating in public educational employment, definitions

3543.2 Scope of representation (reevaluation procedures)

3545 Determination of bargaining units

#### Management Resources:

#### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Educational Leaders

#### WEB SITES:

CSBA: http://www.csba.org

Association of California School Administrators: http://www.acsa.org

California Department of Education: http://www.cde.ca.gov Commission on Teacher Credentialing: http://www.ctc.ca.gov

#### **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (6/80 8/81 8/95 10/96) 8/97 Santa Ana, CA



**BOARD POLICY NO: 4315** 

SUBJECT: Evaluation/Supervision EFFECTIVE:

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

#### **SCOPE:**

The Board recognizes its primarily responsibility is to comply with applicable State and federal laws.

#### **POLICY:**

The Governing Board believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4300 - Administrative and Supervisory Personnel)

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

(cf. 4331 - Staff Development)

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4312.1 - Contracts)

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

(cf. 4112.9 - Employee Notifications)

Administration and supervisory employees shall be evaluated annually, unless otherwise provided for in an employee contract or collective bargaining agreement. Evaluations may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee.



**BOARD POLICY NO: 4315** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources Department

**EFFECTIVE:** 

REVIEWED: 2/15/2017

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6141.5 - Advanced Placement)

- 2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities
- 3. Culturally responsive instructional strategies to address and eliminate the achievement gap
- 4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement
- 5. High expectations for all students and leadership to ensure active student engagement and learning
- 6. Collaborative professional practices for improving instructional strategies
- 7. Effective school management, including personnel and resource management, organizational Leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior



**BOARD POLICY NO: 4315** 

EFFECTIVE:

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel REVIEWED: 2/15/2017

RESPONSIBLE OFFICE(S): Human Resources Department

8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth

9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

#### **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

#### Legal Reference:

#### **EDUCATION CODE**

35171	Availability of rules and regulations for evaluation of performance
44660-44665	Evaluation and assessment of performance of certificated employees

44670-44671 Principal evaluation

45113 Rules and regulations for the classified service in districts not incorporating

the merit system

#### **GOVERNMETN CODE**

3540.1	Meeting and negotiating in public educational employment, definitions
3543.2	Scope of representation (reevaluation procedures)
3545	Determination of bargaining units

#### Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS California Professional Standards for Educational Leaders



**BOARD POLICY NO: 4315** 

**REVIEWED: 2/15/2017** 

**EFFECTIVE:** 

SUBJECT: Evaluation/Supervision

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources Department

#### **WEB SITES:**

CSBA: http://www.csba.org

Association of California School Administrators: http://www.acsa.org

California Department of Education: http://www.cde.ca.gov Commission on Teacher Credentialing: http://www.ctc.ca.gov

#### **DESIRED OUTCOME:**

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (6/80 8/81 8/95 10/96) 8/97 Santa Ana, CA

## AGENDA ITEM BACKUP SHEET February 15, 2017

#### **Board Meeting**

TITLE: Board Policy (BP) 6161.1 - <u>Selection and Evaluation of Instructional</u>

**Materials** (Revised: First Reading)

ITEM: Action

SUBMITTED BY: Alfonso Jimenez, Ed. D., Assistant Superintendent, K-12 Teaching and

Learning

PREPARED BY: Alfonso Jimenez, Ed. D., Assistant Superintendent, K-12 Teaching and

Learning

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading Board Policy (BP) 6161.1 – Selection and Evaluation of Instructional Materials. The updated Board policy revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in November 2002.

#### **ITEM SUMMARY:**

Board Policy (BP) 6161.1 –
 <u>Selection and Evaluation of Instructional Materials</u>
 revisions to align with current recommendations from the California School Board Association

#### **RATIONALE:**

These revisions reflect changes for the first reading of Board Policy (BP) 6161.1 <u>Selection and</u> Evaluation of Instructional Materials.

<u>LCAP Goal 1.1</u>: Provide equitable student access to rigorous, standards-based, instructional program that includes, but is not limited to high-quality instruction, instructional materials, academic supports, and technology-based resources.

#### **FUNDING:**

No Fiscal Impact

#### **RECOMMENDATION:**

Approve the first reading of the revised Board Policy (BP) 6161.1 – <u>Selection and Evaluation of Instructional Materials</u>.

AJ:mo

**BOARD POLICY NO: 6161.1** 

SUBJECT: Selection and Evaluation of Instructional Materials

CATEGORY: Instruction EFFECTIVE: 11/2002

RESPONSIBLE OFFICE(S): Educational Services REVIEWED: 02/2017

#### **SCOPE:**

The Governing board believes that instructional materials should be selected and evaluated with great care so that they will effectively support the adopted course of study and meet current curricular goals. The review of instructional materials shall be coordinated with the overall development and evaluation of the District curriculum. Taken as a whole, instructional materials should present a broad spectrum of knowledge and viewpoints, reflect the ethnic and cultural diversity of our society, and enhance the use of multiple teaching strategies and technologies.

#### **POLICY:**

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards. The Board shall adopt instructional materials for grade 9 - 12 upon determining that the materials meet the criteria specified in law and administrative regulation.

#### **Review Process**

The Superintendent or designee shall establish a process by which new-instructional materials may be requested and subsequently evaluated, together with existing materials shall be reviewed for recommendation to the Board-Teachers, students, parents/guardians and community members shall have the opportunity to Toward that end, he/she may establish an instructional materials review committee to evaluate and recommend instructional materials.

The Superintendent or designee The review process shall establish instructional materials evaluation committees involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. These committees may include teachers, In addition, the instructional materials review committee may include administrators and other staff who have subject-matter expertise, as well as parents/guardians and/or community members broadly representative of the District ethnic and socioeconomic instructional materials shall be those competent for the task because of their professional training, experience and assignments students as appropriate

The majority of each evaluation the participants in the instructional review committee's member shall be teachers who have experience teaching that the subject area or grade level of the materials.

Individuals who participate in selecting and evaluating the instructional materials shall have not not have financial interest in the material being reviewed, recommended, or approved. Incompatible activities and conflicts of interest related to the selection and evaluation of instructional materials shall be clearly identified in administrative regulations.

Recommendations for the adoption and/or withdrawal of instructional materials shall be presented to the Board by the Superintendent or designee and shall include documentation supporting the recommendation. All recommended materials shall be display and available-for public inspection-at-the-district-office.

**BOARD POLICY NO: 6161.1** 

SUBJECT: Selection and Evaluation of Instructional Materials

CATEGORY: Instruction EFFECTIVE: 11/2002

RESPONSIBLE OFFICE(S): Educational Services REVIEWED: 02/2017

**Complaints** 

Once Complaints concerning-instructional materials have been adopted by the Board, objections and complaints shall be handled on a case by case basis in keeping with in accordance with law, Board policy, and administrative regulation.

#### **Public Hearing on Sufficiency of Instructional Materials**

The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks and other instructional materials.

#### **DESIRED OUTCOME:**

Through this policy the District shall provide all students with instructional materials that are aligned with academic content standards and that support the district's adopted courses of study.

#### **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

#### **District Policies and Procedures:**

AR 6161.1(a) – Selection and Evaluation of Instructional Materials

#### **Legal Reference:**

1720-1723 - Preparation of courses of study

6141 - Curriculum Development and Evaluation

3315 - Relations with Vendors

9270 - Conflict of Interest

3270 – Sale and Disposal of Books, Equipment and Supplies

1312.2 – Complaints Concerning Instructional Materials

#### **California Government Code**

35272 – Education and athletic materials

44805 - Enforcement of course of studies; use of textbooks, rules and regulations

51501 – Subject matter reflecting on race, color etc.

60010 - Definitions

60040 - 60047 - Instructional requirements and materials

60070 – 60076 – Prohibited acts (re instructional materials)

60110 - 60111 - Instructional materials on drug education

60200 - 60206 - Elementary school materials

60400 - 60411 - High school textbooks

#### **Other Regulatory Authority**

**CDE Program Advisories** 

10021.09 - Selection of Instructional Materials, CIL: 90/91 - 02

**BOARD POLICY NO: 6161.1** 

SUBJECT: Selection and Evaluation of Instructional Materials

CATEGORY: Instruction EFFECTIVE: 11/2002

RESPONSIBLE OFFICE(S): Educational Services REVIEWED: 02/2017

#### **SCOPE:**

The Governing board believes that instructional materials should be selected and evaluated with great care so that they will effectively support the adopted course of study and meet current curricular goals. The review of instructional materials shall be coordinated with the overall development and evaluation of the District curriculum. Taken as a whole, instructional materials should present a broad spectrum of knowledge and viewpoints, reflect the ethnic and cultural diversity of our society, and enhance the use of multiple teaching strategies and technologies.

#### **POLICY:**

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards. The Board shall adopt instructional materials for grade 9 - 12 upon determining that the materials meet the criteria specified in law and administrative regulation.

#### **Review Process**

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. Toward that end, he/she may establish an instructional materials review committee to evaluate and recommend materials.

The review process shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. In addition, the instructional materials review committee may include administrators and other staff who have subject-matter expertise, and students as appropriate.

The majority of the participants in the instructional review committee shall be teachers who have experience teaching that the subject area or grade level of the materials.

Individuals who participate in selecting and evaluating the instructional materials shall not have financial interest in the material being reviewed, recommended, or approved. Incompatible activities and conflicts of interest related to the selection and evaluation of instructional materials shall be clearly identified in administrative regulations.

Recommendations for the adoption and/or withdrawal of instructional materials shall be presented to the Board by the Superintendent or designee and shall include documentation supporting the recommendation. All instructional materials recommended to the Board for adoption shall be available for public inspection at the district office.

#### **Complaints**

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

**Public Hearing on Sufficiency of Instructional Materials** 

**BOARD POLICY NO: 6161.1** 

SUBJECT: Selection and Evaluation of Instructional Materials

CATEGORY: Instruction EFFECTIVE: 11/2002

RESPONSIBLE OFFICE(S): Educational Services REVIEWED: 02/2017

The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks and other

instructional materials.

#### **DESIRED OUTCOME:**

Through this policy the District shall provide all students with instructional materials that are aligned with academic content standards and that support the district's adopted courses of study.

#### **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

#### **District Policies and Procedures:**

AR 6161.1(a) - Selection and Evaluation of Instructional Materials

#### **Legal Reference:**

1720-1723 - Preparation of courses of study

6141 – Curriculum Development and Evaluation

3315 - Relations with Vendors

9270 - Conflict of Interest

3270 - Sale and Disposal of Books, Equipment and Supplies

1312.2 - Complaints Concerning Instructional Materials

#### **California Government Code**

35272 - Education and athletic materials

44805 - Enforcement of course of studies; use of textbooks, rules and regulations

51501 – Subject matter reflecting on race, color etc.

60010 - Definitions

60040 – 60047 – Instructional requirements and materials

60070 - 60076 - Prohibited acts (re instructional materials)

60110 - 60111 - Instructional materials on drug education

60200 - 60206 - Elementary school materials

60400 - 60411 - High school textbooks

#### **Other Regulatory Authority**

**CDE Program Advisories** 

10021.09 – Selection of Instructional Materials, CIL: 90/91 – 02

## AGENDA ITEM BACKUP SHEET February 15, 2017

#### **Board Meeting**

TITLE: Board Policy (BP) 7110 - Facilities Master Plan (Revised: First

Reading)

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: Jessica Mears, Senior Facilities Planner, Facilities and Governmental

**Relations** 

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading Board Policy (BP) 7110 – Facilities Master Plan.

### ITEM SUMMARY:

- Board Policy (BP) 7110 –
   <u>Facilities Master Plan</u> revised for first reading.
- The last revision was July 2002.

#### **RATIONALE:**

The updated Board policy contains revisions needed to align with the current needs of the District's facilities program, master planning, facilities funding as well as other adjustments.

The last revision occurred on July 2002.

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### **FUNDING:**

No fiscal impact to the General Fund.

#### **RECOMMENDATION:**

Board Policy (BP) 7110 – Facilities Master Plan presented for first reading.



**BOARD POLICY BP 7110** 

SUBJECT: Facilities Master Plan

CATEGORY: Facilities Effective:

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations Revised: 2/15/2017

#### **SCOPE:**

Superintendent or designee shall develop and maintain a master plan for District facilities. This plan shall describe the District's anticipated school facilities needs and priorities. It shall also identify funding sources and timelines for building. The plan shall be reviewed at regular intervals specified within the plan.

#### **POLICY:**

The plan shall be based on an assessment of the District's short-and long-term facility needs, giving consideration to:

- 1. Current and projected school enrollments for each grade level based on residential housing growth patterns in accordance with city/county general plans and other demographic factors.
- 2. The District's educational goals. (cf. 0200 Goals for the School District)
- 3. Current and projected educational program requirements.
- 4. Current and projected instructional technology needs.
- 5. Student safety and welfare.
- 6. An evaluation of existing buildings and needs for modernization and renovation. (cf. 7111 Evaluating Existing Buildings)
- 7. State planning standards and local zoning requirements.
- 8. The community's social, economic and political characteristics.
- 9. Estimated costs associated with meeting the District's facility needs.

The Superintendent or designee shall ensure that staff, parents/guardians, students, and business and community representatives are kept informed of the need for facilities construction or modernization via the District's website. Regarding the expenditure of District bond funds, the Superintendent or designee shall also establish a facilities committee that shall meet at regular intervals in order to give community members opportunities to provide input into the planning process. (cf. 1220 Citizen Advisory Committees)

In addition, the Superintendent or designee shall establish a principals' advisory committee to provide input on additional facilities-related issues throughout the District.



**BOARD POLICY BP 7110** 

SUBJECT: Facilities Master Plan

CATEGORY: Facilities Effective:

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations Revised: 2/15/2017

To ensure that proposed facilities conform with all State planning standards and local zoning requirements, the Superintendent or designee shall consult architectural and engineering firms, utility companies, local governmental and planning agencies, the county office of education Orange County Department of Education, the California Department of Education, the Division of the State Architect and the Office of Public School Construction. Assistance from colleges and universities, planning laboratories and private consulting firms shall be authorized when necessary to augment District staff resources.

#### **DESIRED OUTCOME:**

To align the current stakeholder outreach methods and programmatic needs of the District.

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

**District Policies and Procedures:** 

Board Policy 7110 (a)

**Legal Reference:** 

**Education Code** 

**Parking** 

Adopted: (7-02 10-16) 2-17 Santa Ana, CA



**BOARD POLICY BP 7110** 

SUBJECT: Facilities Master Plan

CATEGORY: Facilities Effective:

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations Revised: 2/15/2017

#### **SCOPE:**

Superintendent or designee shall develop and maintain a master plan for District facilities. This plan shall describe the District's anticipated school facilities needs and priorities. It shall also identify funding sources and timelines for building. The plan shall be reviewed at regular intervals specified within the plan.

#### **POLICY:**

The plan shall be based on an assessment of the District's short-and long-term facility needs, giving consideration to:

- 1. Current and projected school enrollments for each grade level based on residential housing growth patterns in accordance with city/county general plans and other demographic factors.
- 2. The District's educational goals. (cf. 0200 Goals for the School District)
- 3. Current and projected educational program requirements.
- 4. Current and projected instructional technology needs.
- 5. Student safety and welfare.
- 6. An evaluation of existing buildings and needs for modernization and renovation. (cf. 7111 Evaluating Existing Buildings)
- 7. State planning standards and local zoning requirements.
- 8. The community's social, economic and political characteristics.
- 9. Estimated costs associated with meeting the District's facility needs.

The Superintendent or designee shall ensure that staff, parents/guardians, students, and business and community representatives are kept informed of the need for facilities construction or modernization via the District's website. Regarding the expenditure of District bond funds, the Superintendent or designee shall also establish a facilities committee that shall meet at regular intervals in order to give community members opportunities to provide input into the planning process. (cf. 1220 Citizen Advisory Committees)

In addition, the Superintendent or designee shall establish a principals' advisory committee to provide input on additional facilities-related issues throughout the District.



**BOARD POLICY BP 7110** 

**SUBJECT: Facilities Master Plan** 

CATEGORY: Facilities Effective:

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations Revised: 2/15/2017

To ensure that proposed facilities conform with all State planning standards and local zoning requirements, the Superintendent or designee shall consult architectural and engineering firms, utility companies, local governmental and planning agencies, the Orange County Department of Education, the California Department of Education, the Division of the State Architect and the Office of Public School Construction. Assistance from colleges and universities, planning laboratories and private consulting firms shall be authorized when necessary to augment District staff resources.

#### **DESIRED OUTCOME:**

To align the current stakeholder outreach methods and programmatic needs of the District.

#### <u>IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:</u>

**District Policies and Procedures:** 

Board Policy 7110

**Legal Reference:** 

**Education Code** 

**Parking** 

Adopted: (7-02 10-16) 2-17 Santa Ana, CA

## AGENDA ITEM BACKUP SHEET February 15, 2017

#### **Board Meeting**

TITLE: Board Policy (BP) 7100.1 – As-Built Construction Drawings (Revised:

First Reading)

ITEM: Action

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and

**Governmental Relations** 

PREPARED BY: Andy Putney, Interim Director, Construction

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading Board Policy (BP) 7100.1 – <u>As-Built</u> Construction Drawings.

#### **RATIONALE:**

The updated Board policy contains revisions to the As-built Construction Drawings including contractor's requirement to provide both a hard copy and electronic file copy of final corrected plans and specifications.

The last revision occurred on July 2002.

#### **ITEM SUMMARY:**

- Board Policy (BP) 7100.1 –
   <u>As-Built Construction</u>
   <u>Drawings</u> revised for first reading.
- The documents show changes made to the facility once construction is complete.
- The last revision was July 2002.

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

#### **FUNDING:**

No fiscal impact to the General Fund.

#### **RECOMMENDATION:**

Board Policy (BP) 7100.1 – As-Built Construction Drawings presented for first reading.

OW:AP:rb



**BOARD POLICY NO. 7100.1** 

SUBJECT: AS-BUILT CONSTRUCTION DRAWINGS

CATEGRY: Facilities Effective:

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations Revised: 2/15/2017

#### **SCOPE:**

Upon completion of work, by a contractor all contractors will be required to provide one corrected complete set of corrected "as-built" plans and specifications showing all changes from original plans, however small, regardless of how minor the change may be. The final set of drawings and specifications shall be furnished to the District and shall be its property to the District both as a hard copy and as a PDF file, and shall become permanent property of SAUSD. The furnishing of this the final corrected set of plans and specifications shall be a condition to the final payments to the architect and to the contractor.

#### **POLICY:**

Upon the completion of work by District personnel, one corrected set of "as-built" plans and specifications or a mark-up showing construction changes on a former accurate record set of building drawings showing all changes from original plans, however small-minor, shall be completed and retained in the Building Services/Construction files.

#### **DESIRED OUTCOME:**

This policy will allow the District to ensure all record drawings and specifications are received and maintained from contractors and architects for use on future construction projects.

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

Administrative Regulation 7100.1

#### **Legal Reference:**

#### **Education Code**

35275 New school planning and design

39148 Prepares of plans, specifications and estimates; qualifications; observation of construction

39152 Rules and regulations; building standards

Adopted: (5-76 7-02) 2-17 Santa Ana, CA



**BOARD POLICY NO. 7100.1** 

SUBJECT: AS-BUILT CONSTRUCTION DRAWINGS

CATEGRY: Facilities Effective:

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations Revised: 2/15/2017

#### **SCOPE:**

Upon completion of work, all contractors will be required to provide one complete set of corrected "as-built" plans and specifications showing all changes from original plans, regardless of how minor the change may be. The final set of drawings and specifications shall be furnished to the District both as a hard copy and as a PDF file, and shall become permanent property of the District. The furnishing of the final corrected set of plans and specifications shall be a condition to the final payments to the architect and to the contractor.

#### **POLICY:**

Upon the completion of work by District personnel, one corrected set of "as-built" plans and specifications or a mark-up showing construction changes on a former accurate record set of building drawings showing all changes from original plans, however minor, shall be completed and retained in the Building Services/Construction files.

#### **DESIRED OUTCOME:**

This policy will allow the District to ensure all record drawings and specifications are received and maintained from contractors and architects for use on future construction projects.

#### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

Administrative Regulation 7100.1

#### **Legal Reference:**

#### **Education Code**

35275 New school planning and design

39148 Prepares of plans, specifications and estimates; qualifications; observation of construction

39152 Rules and regulations; building standards

Adopted: (5-76 7-02) 2-17 Santa Ana, CA