

***Santa Ana Unified School District
Board of Education***

Board Meeting Agenda

**Tuesday, May 09, 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
MAY 09, 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 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR:

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

- C. 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: File Numbers: LBI 1503297 RV, LBI 1603325 RV, LBI 1603534 RV and LPD 1703449 DP; One Potential Case

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

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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 Grisette Academy – Lidia Garcia; Middle College – Alberto Cruz; Santa Ana – Cesar Baranda

SUPERINTENDENT'S REPORT

PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

- Individuals or groups may make presentations or bring matters to the Board's attention that is within the Board's subject matter jurisdiction. Individual speakers are allowed three minutes to address the Board on agenda or non-agenda items.

1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Regular Board Meeting Minutes - April 18, 2017 and Special Board Meeting Minutes - April 25, 2017, April 28, 2017, and May 1, 2017
- 1.2 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.3 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
- 1.4 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.5 Approval of Agreement with California Office to Reform Education Districts for July 1, 2017 through June 30, 2018
- 1.6 Approval of Head Start Eligibility, Recruitment, Selection, Enrollment, and Attendance Policies and Procedures for 2017-18 Program Year
- 1.7 Acceptance of Specialized Secondary Programs Grant for May 10, 2017 through June 30, 2018
- 1.8 Approval of Memorandum of Understanding with Kaiser Entities to Provide Influenza Vaccines to Students for July 1, 2017 - December 31, 2017
- 1.9 Approval of Master Contract and/or Individual Service Agreement with Nonpublic School and Agency for Student with Disabilities for 2016-17 School Year
- 1.10 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of March 29, 2017 through April 18, 2017

- 1.11 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of March 29, 2017 through April 18, 2017
- 1.12 Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District – File Numbers: LBI 1503297 RV, LBI 1603325 RV, LBI 1603534 RV and LPD 1703449 DP
- 1.13 Adoption of Resolution No. 16/17-3181 - Establish Education Protection Account for Santa Ana Unified School District
- 1.14 Adoption of Resolution No. 16/17-3182 - Establish Education Protection Account for Advanced Learning Academy
- 1.15 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

Items removed from Consent Calendar for discussion and separate action:

PUBLIC HEARINGS

- Material Revision of Advanced Learning Academy District Dependent Charter School Petition
- Santa Ana Unified School District's Initial Bargaining Proposal to Santa Ana School Police Officers Association for 2017-18 School Year
- Public Disclosure of Tentative Agreement with California School Employees Association (CSEA)
- Communications Workers of America's Initial Bargaining Proposal to Santa Ana Unified School District for 2017-18 School Year

PRESENTATION

- SAUSD Strategic Arts Plan Update

REGULAR AGENDA - ACTION ITEMS

- 2.0 Acknowledgement of Receipt of Material Revision of Advanced Learning Academy Charter Petition
- 3.0 Accept Santa Ana School Police Officers Association's Initial Bargaining Proposal to Santa Ana Unified School District for 2017-18 School Year
- 4.0 Ratification of Tentative Agreement with California School Employees Association, Chapter 41 (CSEA) for 2017-2018 School Year

- 5.0 Approval of Resolution No. 16/17-3185 Regarding Reduction or Elimination of Certain Certificated Services (Intermediate Action Due to Non-receipt of Proposed Decision of Administrative Law Judge in OAH Case No. 2017030750); Approval of Issuance of Notices to Non-Respondent Certificated Employees By Statutory Deadlines; Action to Extend Statutory Deadlines for Respondents (Education Code sections 44949 and 44955)
- 6.0 Approval of Head Start Period One Monitoring Corrective Action Plan for 2016-17 Program Year
- 7.0 Approval of Pre-Approved Consultant List for Architectural Services for future District Projects
- 8.0 Authorization to Award a Contract for Bid Package No. 1 – Automobile Lifts at Valley High School
- 9.0 Authorization to Reject all Bids for Bid Package No. 1 – District Office Kitchen and Villa Intermediate School Kitchen
- 10.0 Authorization to Award a Contract to Balfour Beatty Construction for Construction Management Services for Administrative Buildings A and A-1 with Associated Site Work at the Mitchell Child Development Center – Phase 3 (Final Phase)
- 11.0 Authorization to Award a Contract to Ghataode Bannon Architects to Provide Architectural Services for the Advanced Learning Academy Expansion

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*)

- 12.0 Board Policy (BP) 3461 – Debt Management (New: For Adoption)

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*)

- 13.0 Board Policy (BP) 1230 – School-Connected Organizations (New: First Reading)
- 14.0 Board Policy (BP) 1260 – Educational Foundation (New: First Reading)
- 15.0 Board Policy (BP) 4000 - Concepts and Roles in Personnel (Revised: First Reading)
- 16.0 Board Policy (BP) 4112.8, 4212.8, 4312.8 - Employment of Relatives and Immediate Family (Revised: First Reading)
- 17.0 Board Policy (BP) 5146 – Married/Pregnant/Parenting Students (Revised: First Reading)

BOARD REPORTS

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, May 23, 2017, at 6:00 p.m.

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

April 18, 2017

CALL TO ORDER

The meeting was called to order at 5:08 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua, Ms. Iglesias, 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 5:08 p.m. to consider negotiations, anticipated litigation, and personnel matters.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 7:08 p.m.

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Bella Wilson 5th grade student at Edison Elementary School.

Change in Order of Agenda

RECOGNITION / ACKNOWLEDGMENT

Life Saving Award: Godinez Fundamental High School Employees - Susan Olson, Brandon Peterson, and Mauricio Velarde

Ms. Amezcua recognized Susan Olson, Brandon Peterson, and Mauricio Velarde for their quick assessment, interventions, and life-saving efforts that directly resulted in a student's eventual recovery.

HIGH SCHOOL STUDENT AMBASSADORS

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

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

RECOGNITIONS / ACKNOWLEDGMENTS

CIF Sport Recognition

Dr. Haglund, Deputy Superintendent, Educational Services, CAO introduced the Saddleback High School Soccer Team. They were all recognized for their success.

Orange County Law Enforcement Explorer Advisor Association (OCLEEA) - Police Explorer Graduation

Dr. Heatley, Deputy Superintendent, Administrative Services introduced Mark A. Van Holt, Interim Chief of Police who recognized the following students who successfully completing the SAUSD Police Explorer Academy: Joshua Castro, Yahira Charco, Jairo Galvan, Jesus Gomez, Nancy Lozano, Alberto Rodriguez, And Victor Villa.

Certificated Employee of the Month for April 2017, Linda Blankenship

Jaime Ramirez, Principal introduced Linda Blankenship, teacher at Roosevelt Elementary School as the Certificated Employee of the Month for April 2017.

Classified Employee of the Month for April 2017, Armida Navarro

Erica Graves, Principal introduced Armida Navarro, Library Media Technician at Romero-Cruz Elementary School as the Classified Employee of the Month for April 2017.

SUPERINTENDENT'S REPORT

Superintendent Phillips opened by stating that SAUSD continues to surpass the State and the Orange County average graduation rates. Dr. Phillips sent her condolences to the family, friends, and entire San Bernardino community; and assured parents that the District continues to review and enhance procedures to continue the safety and security of schools. She mentioned the neighborhood Canvassing efforts continue and anticipate more. She thanked the Anaheim Ducks for investing their time and resources to SAUSD students with a donated hockey roller rink for McFadden Intermediate School. Dr. Phillips thanked the Pupil Support Services for their continued excellence in student attendance by using innovative and effective practices. She acknowledged the High School Inc. Culinary Arts for their upcoming participation in the 6th Annual Cooking Up Change Orange County Competition. She also congratulated students who will be honored as Difference Makers hosted by the Santa Ana Chamber of Commerce. Superintendent Phillips mentioned the upcoming intermediate and elementary Open Houses and the McFadden Intermediate School Ribbon Cutting of a brand new building. Dr. Phillips recognized the service and commitment of employees and asked the Board to table Action 16.0.

She concluded her report by announcing that MacArthur Fundamental Intermediate and Middle College High School have been both selected as Gold Ribbon Schools by the California Department of Education for creating a positive learning atmosphere for students.

PUBLIC PRESENTATIONS

Lisa Solomon addressed the Board related to the Assistance League Award to the Superintendent. Barbara Pearson addressed the Board related reductions in force. Cristina Vicente addressed the Board related early childhood education. Paul Zive addressed the Board related to Declining Enrollment and charter schools. Stephanie Stotelmeyer and Alexis Dvorkin addressed the Board related to special education. Peter Boyd addressed the Board related to staffing. Billy West addressed the Board related to Century High School's achievement. Susan Tory, Eddie Leon, Michael Leon, Elizabeth Beltran, Alexander Pereyra, and Perla Dionicio addressed the Board related to reductions in force. Mayra Sanchez and Donna Sanchez addressed the Board related to Charter Schools and the Santa Ana Parent Union. Gilbert Davila addressed the Board related to union workers. Margarita Gonzalez addressed the Board related to Mitchell Child Development Phase 3. Bill Swaim addressed the Board related to the budget.

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.1 Approval of Regular Board Meeting Minutes - March 28, 2017
- 1.2 Adoption of Resolution No. 16/17-3173 - Authorization of Board Members Absence from Board Meeting
- 1.3 Approval of Board Members Attendance at California School Boards Association Delegate Assembly Meeting on May 20-21, 2017 in Sacramento, CA
- 1.4 2016-17 Summarized Data of Williams Settlement Third Quarterly Report
- 1.5 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests
- 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 Amendment to Agreement with Playworks for 2016-17 School Year
- 1.8 Approval of American Sign Language 2 Course for High School Students
- 1.9 Approval of Master Contract and/or Individual Service Agreement with Nonpublic School and Agency for Student with Disabilities for 2016-17 School Year

- 1.10 Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2016-17 School Year
- 1.11 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of March 15, 2017 through March 28, 2017
- 1.12 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of March 15, 2017 through March 28, 2017
- 1.13 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

PUBLIC HEARING

Santa Ana School Police Officers Association's Initial Bargaining Proposal to Santa Ana Unified School District for 2017-18 School Year

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

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

PRESENTATIONS

Supporting Transitional Age Youth Process

Ms. Pueblos, Assistant Superintendent. K-12 School Performance and Culture introduced Terry Delgado. Ms. Delgado provided the Board with information related personalized mental health services available to students and families by Pathways Community Services.

Mental Health Services Overview

Ms. Cisneros, Executive Director, Pupil Support Services provided the Board with an overview of mental health services in place that support the academic and overall well-being of SAUSD students.

Summer Extended Learning Programs

Dr. Jimenez, Assistant Superintendent, K-12 Teaching and Learning provided the Board with multiple opportunities offered as summer enrichment programs to K-12 SAUSD students.

Math Instructional Materials Adoption Process

Dr. Jimenez, Assistant Superintendent, K-12 Teaching and Learning provided the Board with a brief presentation and update on the recommendation of elementary and secondary math instructional materials.

REGULAR AGENDA - ACTION ITEMS

2.0 APPROVAL OF SUMMER ENRICHMENT PROGRAMS FOR 2017-18 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to approve the Summer Enrichment Programs for the 2017-18 school year.

3.0 APPROVAL OF ENGAGE 360° SUMMER EXTENDED-LEARNING PROGRAMS FOR 2017-18 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to approve the Engage 360° Summer Extended-Learning Programs for the 2017-18 school year.

4.0 APPROVAL OF HIGH SCHOOL AND SPECIAL EDUCATION SUMMER SCHOOL PROGRAMS FOR 2017-18 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to approve the high school and Special Education summer school programs for the 2017-18 school year.

5.0 APPROVAL OF RECOMMENDATION OF CORE CONNECTIONS BY COLLEGE PREPARATORY MATHEMATICS EDUCATIONAL PROGRAM FOR SECONDARY MATH INSTRUCTIONAL PROGRAM

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to approve the recommendation of Core Connections by College Preparatory Mathematics Education Program for the Secondary Math Instructional Program.

6.0 APPROVAL OF RECOMMENDATION OF MATH EXPRESSIONS BY HOUGHTON MIFFLIN HARCOURT FOR ELEMENTARY MATH INSTRUCTIONAL PROGRAM

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to approve the recommendation of Math Expressions by Houghton Mifflin Harcourt for the Elementary Math Instructional Program.

7.0 ADOPTION OF RESOLUTION NO. 16/17-3176 - PROCLAIMING MAY 1-5, 2017, AS NATIONAL TEACHER/SUPPORT STAFF APPRECIATION WEEK AND MAY 21-27, 2017, AS CLASSIFIED SCHOOL EMPLOYEE WEEK

It was moved by Ms. Iglesias, seconded by Dr. Rodriguez, and carried 5-0, to adopt Resolution No. 16/17-3176 proclaiming May 1-5, 2017, as National Teacher/Support Staff Appreciation Week and May 21-27, 2017, as Classified School Employee Week.

8.0 ADOPTION OF RESOLUTION NO. 16/17-3177 - PROCLAIMING MAY 6-12, 2017, AS NATIONAL SCHOOL NURSES' WEEK

It was moved by Ms. Iglesias, seconded by Dr. Rodriguez, and carried 5-0, to adopt Resolution No. 16/17-3177 proclaiming May 6-12, 2017, as National School Nurses' Week.

9.0 ADOPTION OF RESOLUTION NO. 16/17-3178 - PROCLAIMING MAY 14-20, 2017 AS NATIONAL POLICE WEEK

It was moved by Ms. Iglesias, seconded by Dr. Rodriguez, and carried 5-0, to adopt Resolution No. 16/17-3178 proclaiming May 14-20, 2017, as National Police Week.

10.0 AUTHORIZATION TO AWARD CONTRACTS FOR KITCHEN EQUIPMENT FOR NUTRITION SERVICES

This Item Tabled / No Action Taken

11.0 AUTHORIZATION TO AWARD A CONTRACT FOR THE PURCHASE OF A FACILITIES MAINTENANCE SOFTWARE SYSTEM TO SCHOOLDUDE

It was moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 5-0, to authorize the award of a contract for the purchase of a Facilities Maintenance System to SchoolDude, pursuant to RFP No. #09-17.

12.0 AUTHORIZATION TO AWARD A CONTRACT FOR ADMINISTRATIVE BUILDINGS A AND A-1 ASSOCIATED SITE WORK AT THE MITCHELL CHILD DEVELOPMENT CENTER - PHASE (FINAL PHASE)

It was moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 4-1, Ms. Iglesias dissenting, to authorize staff to award a contract to P.H. Hagopian Contractor, Inc. for administrative buildings A and A-1 associated site work at the Mitchell Child Development Center - Phase 3 (final phase).

13.0 AUTHORIZATION TO AWARD A CONTRACT FOR BID PACKAGE NO. 1 - COOLING TOWERS PUMPS AND FILTRATION AT KING AND PIO PICO ELEMENTARY SCHOOLS

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to authorize staff to award a contract to Los Angeles Air Conditioning, Inc. for Bid Package No. 1 - cooling towers, pumps and filtration at King and Pio Pico Elementary Schools.

By a vote of 5-0, the Board took action to extend the Regular Board meeting to 11:45 p.m.; moved by Ms. Amezcua, seconded by Dr. Rodriguez.

14.0 ADOPTION OF RESOLUTION 16/17-3171 - AUTHORIZATION OF FOURTH AMENDMENT TO STANDARDIZE DISTRICT FACILITY COMPONENTS

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution 16/17-3171 to authorize the fourth amendment to Standardize District Facility Components; amended to combine with the expenditure of Prop 39 Funds not to exceed \$1.5 million.

- 15.0 APPROVAL OF SECOND AMENDMENT TO LEASE BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND CITY OF SANTA ANA FOR THE WATER TOWER AT DAVIS ELEMENTARY SCHOOL CAMPUS

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to approve the Second Amendment to the lease between the Santa Ana Unified School District and the City of Santa Ana for a water tank located on the Davis Elementary School campus.

- 16.0 ADOPTION OF RESOLUTION NO. 2016/17-3179 - ELIMINATE 24.25 CLASSIFIED POSITIONS FOR 2017- 2018 SCHOOL YEAR

This Item Tabled / No Action Taken

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)

- 17.0 BOARD POLICY (BP) 4313.2 - PROMOTION/DEMOTION/REASSIGNMENT (REVISED: FOR ADOPTION))

It was moved by Dr. Rodriguez, seconded by Ms. Iglesias, and carried 5-0, to adopt the revised Board Policy (BP) 4313.2 - Promotion/Demotion/Reassignment.

- 18.0 BOARD POLICY (BP) 5145.3 - NONDISCRIMINATION/HARASSMENT (REVISED: FOR ADOPTION)

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt the revised Board Policy (BP) 5145.3 - Nondiscrimination/Harassment.

- 19.0 BOARD POLICY (BP) 5145.7 - SEXUAL HARASSMENT (REVISED: FOR ADOPTION)

It was moved by Dr. Rodriguez, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt the revised Board Policy (BP) 5145.7 - Sexual Harassment.

- 20.0 BOARD POLICY (BP) 6145 - EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (REVISED: FOR ADOPTION)

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to adopt the revised Board Policy (BP) 6145 - Extracurricular and Co-Curricular Activities.

- 21.0 BOARD POLICY (BP) 6164.2 - GUIDANCE/COUNSELING SERVICES, SUPPLEMENTAL SCHOOL COUNSELING PROGRAM (REVISED: FOR ADOPTION)

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to adopt the revised Board Policy (BP) 6164.2 - Guidance/Counseling Services, Supplemental School Counseling Program.

NEW AND REVISION OF EXISTING BOARD POLICIES - For First Reading / No Action Required

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

**22.0 BOARD POLICY (BP) 3461 - DEBT MANAGEMENT (NEW: FIRST READING) BOARD REPORTS
ADJOURNMENT**

Presented for first reading; No action required.

BOARD AND STAFF REPORTS/ACTIVITIES

Dr. Rodriguez

- Looking forward in addressing mental health issues.

Dr. Alvarez

- Excited about the graduation rates.

Ms. Iglesias

- Participated in Principal for a Day at King Elementary School.

Ms. Amezcua

- Great work on the dropout rate;
- Great work on the graduation rate;
- Participated as Principal for a Day at Godinez and Chavez High Schools;
- Announced the Segerstrom vs. Orange baseball game at Angels Stadium;
- Announced the parent graduations at McFadden Intermediate and Lorin Grisett High School;
- Announced the Friday, April 21st event - Convening on Gun Violence in Santa Ana, at the Life Center, 1920 E. 17th St.

Mr. Palacio

- Participated as Principal for a Day at Santa Ana High School;
- Excited about exceeding the dropout and graduation rates.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 11:30 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, May 9, 2017, at 6:00 p.m.

ATTEST:

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

RESOLUTION NO. 16/17-3173

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Certification of a Board Members Absence from Board Meeting

Valerie Amezcua

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

WHEREAS, The Board of Education does find that Board Member Valerie Amezcua was absent from Board meeting held on March 14, 2017.

NOW, THEREFORE, BE IT RESOLVED: That the Board of Education authorizes payment for Board Member Valerie Amezcua for the meeting of March 14, 2017, from which she was absent.

Upon motion of member Dr. Alvarez and duly seconded, the foregoing Resolution was adopted by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0


STATE OF CALIFORNIA)

COUNTY OF ORANGE)SS:
)

/ / /

1 I, Cecilia Iglesias, Clerk to the Board of Education of the Santa Ana Unified
2 School District of Orange County, California, hereby certify that the above and
3 foregoing Resolution was duly adopted by the said Board at a Regular meeting
4 properly noticed and held on the 18th day of April 2017 and passed by a vote of
5 5-0 of said Board.

6 IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of April 18,
7 2017.

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10 Cecilia Iglesias
11 Clerk, Board of Education of the
12 Santa Ana Unified School District
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CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS 2016-17					
Lankford, Betty	Teacher	Muir	June 22, 2017		Retirement - 22 years
Longacre, Steven	Principal	Taft	June 22, 2017		Retirement - 29 years
O'Brien, Dow	Teacher	MacArthur	June 22, 2017		Retirement - 16 years
Perez-Bouquet, Leticia	Teacher	Washington	June 22, 2017		Retirement - 27 years
Rau, Dale	Speech and Language Pathologist	Speech Department	June 22, 2017		Retirement - 37 years
Sanchez, Maria J.	Teacher	King	June 22, 2017		Retirement - 19 years
Siegel, Gina	Teacher	Century	June 22, 2017		Retirement - 20 years
RESIGNATIONS 2016-17					
Morgan, Jeanette	Psychologist	Psychological Services	June 22, 2017		Returning to school - 14 years
Parrish, Brenda	Teacher	Independent Study Program	June 22, 2017		Family Responsibilities - 21 years

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2016-17					
	Speech and Language Pathologist				
Tengan, Mindi		Speech Department	April 10, 2017		New Hire - Probationary I
CO-CURRICULAR 2016-17					
Wolting, Brooke		Lorin Grisct	2016-17		Pep Squad
SPRING SPORTS 2016-17					
Carrillo, Ricardo	Assistant Coach	Valley	2016-17		Track
Castaneda Alvarez, Paul	Assistant Coach	Valley	2016-17		Track
Conover, Matthew	Head Coach	Valley	2016-17		Golf (Boys)
Cozens, Tara	Head Coach	Valley	2016-17		Track (Girls)
Fausto, David	Assistant Coach	Valley	2016-17		Baseball
Fonseca Chavez, Dulce	Assistant Coach	Valley	2016-17		Tennis (Boys)
Guilkey, Rachel	Head Coach	Valley	2016-17		Swimming (Girls)
Madrigal, Erik	Assistant Coach	Valley	2016-17		Baseball
Martinez, Yobany	Assistant Coach	Valley	2016-17		Volleyball (Boys)
Morris, Matthew	Head Coach	Valley	2016-17		Baseball
Orabona, Eda	Head Coach	Valley	2016-17		Volleyball (Boys)
Ortiz, Brenda	Assistant Coach	Valley	2016-17		Softball
Sanchez, Jose	Head Coach	Valley	2016-17		Track (Boys)
Sosa, Griselda	Assistant Coach	Valley	2016-17		Track
Terwilliger, Erik	Head Coach	Valley	2016-17		Swimming (Boys)

Mark A. McKinney, Associate Superintendent, Human Resources

3

Board Meeting - April 18, 2017

[illegible]

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Baiza, Reyna	Fd. Svc. Spvr. Elem.	Monroe	March 9, 2017			23 years, 9 months
Castro, Gerald	HVAC Mechanic I	Bldg. Svcs.	April 30, 2017			33 years
Mercado, Sandra	Registrar HS	Century	July 10, 2017			37 years, 8 months
Ortiz, Luz	Sch. Off. Mgr. Int.	Villa	June 30, 2017			34 years, 4 months
Ruiz, Julio	Custodian	Godinez	May 11, 2017			18 years, 4 months
RESIGNATIONS						
De Pano, Deborah	Site Coordinator	Mendez	March 31, 2017			Personal - 1 year, 1 month
Mendez, David	Attendance Technician	Godinez	March 23, 2017			Personal - 18 years, 6 months
Rayle, Carolyn	Autism Paraprofessional	Monte Vista	April 13, 2017			Personal - 2 years, 7 months
Villagomez Chavez, Alvaro	Fd. Svc. Wkr.	Godinez	March 16, 2017			Personal - 1 year, 2 months
TERMINATIONS						
ID# 31384	Activity Supervisor	Segersstrom	March 20, 2017			

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TERMINATIONS (Continuation)						
ID# 30751	Fd. Svc. Wkr.	Santa Ana High	March 28, 2017			
ID# 30842	Fd. Svc. Wkr.	Santa Ana High	March 28, 2017			
39 MONTH REEMPLOYMENT (100 Day Differential Ended)						
Arciga, Edith	Interpreter/Translator Sp. Ed.	Special Ed.	June 26, 2017			
Diaz, Destiny	Licensed Vocational Nurse	Health/Home- Hospital Instr.	March 9, 2017			
ABSENCES (3 to 20 duty days) - Without Pay						
Gomez, Sandra	Speech Language Pathology Asst.	Speech Dept.	March 24, 2017	March 31, 2017		Personal
Hassain, Khadija	Instr. Asst. Sev. Dis.	Willard	March 20, 2017	April 11, 2017		Personal
MILITARY LEAVE						
Dominguez, Robert	Storekeeper	Fairview Warehouse	March 17, 2017	March 17, 2017		1 day

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
VOLUNTARY DEMOTION						
Montano Silva, Gilberto	Fd. Svc. Wkr.	MacArthur	April 19, 2017		11/3	From Fd. Svc. Spvr. Elem.
NEW HIRES						
Aguilar, Sahory	SSP Sp. Ed.	Pio Pico	April 10, 2017		19/1	Probationary
Castellanos, Jocelyn	SSP Sp. Ed.	Carr	March 27, 2017		19/1	Probationary
Cruz, Maer	Activity Supervisor	Santa Ana High	March 29, 2017		10/1	
Ichwan, Daven	After School IP	After School Programs	April 10, 2017		16/1	Probationary
Ortega, Jael	SSP Sp. Ed.	Century	April 10, 2017		19/1	Probationary
Ortega, Martha	SSP Sp. Ed.	Lincoln	March 27, 2017		19/1	Probationary
Parga, Frances	Teacher's Aide	ECE	March 27, 2017		10/1	Probationary
Perez, Nadia	Activity Supervisor	Roosevelt	March 24, 2017		10/1	
Richardson, Bellavadey	Licensed Vocational Nurse	Health Svcs.	March 27, 2017		24/1	Probationary
Salgado, Martha	Activity Supervisor	Fremont	March 28, 2017		10/1	
Silva, Miguel	Activity Supervisor	Santa Ana High	March 16, 2017		10/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADDITIONAL ASSIGNMENTS						
Castillo						
Mexquititla, Maria	SSP Sp. Ed.	Segerstrom	March 27, 2017		19/3	Probationary
Merino, Mayra	SSP Sp. Ed.	Fremont	March 27, 2017		16/1	Probationary
PROMOTIONAL APPOINTMENTS						
Gutierrez, Edward	Custodian	Child Development	May 1, 2017		From 10/6 to 23/1 + Diff.	From Teacher's Aide
Ruiz Gonzalez, Maria	Site Coordinator	After School Programs	March 20, 2017		From 16/1 to \$25	From After School IP
REASSIGNMENTS						
Chavez, Sarai	After School IP	Lincoln	January 24, 2017		16/1	From Itinerant
Cruz, Gabriela	Activity Supervisor	MacArthur	March 14, 2017		10/1	From Edison
Loyola, Lizbeth	After School IP	Lincoln	February 6, 2017		16/1	From Itinerant
Mojarra, Cynthia	Instr. Asst. Sev. Dis.	Adult Transition	March 28, 2017		20/6	From Santa Ana High

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADJUSTMENT OF WORKING ASSIGNMENTS						
De La Paz Hernandez, David	Fd. Svc. Wkr.	Willard	April 19, 2017		11/3	From 3.5 hours to 6.5 hours
ADJUSTMENT OF WORKING ASSIGNMENTS (Continuation)						
Morales Reyes, Lilia	Fd. Svc. Wkr.	Century	April 19, 2017		11/4	From 3.5 hours to 6.5 hours
Ruiz, Idalia	Fd. Svc. Wkr.	Nutrition Svcs.	April 19, 2017		11/4	From 3.5 hours to 6.5 hours
TEMPORARY ASSIGNMENTS						
Cuellar, Noemi	From After School IP to Site Coordinator	After School Programs	March 22, 2017	March 29, 2017	\$25	
Garcia, Alma	From Sch. Off. Asst. Elem. to Sch. Off. Mgr. Elem.	Monte Vista	March 28, 2017	May 31, 2017	28/5 + Bil.	
Garcia, Maria	From Site Clerk to Sch. Off. Asst. Elem.	Monte Vista	March 28, 2017	May 31, 2017	24/3	
Gomez, Veronica	From After School IP to Site Coordinator	After School Programs	March 28, 2017	March 31, 2017	\$25	
Gonzalez, Lucy	From Site Clerk to Sch. Off. Mgr. Elem.	Harvey	February 8, 2017	April 7, 2017	28/1	
Gonzalez, Marily	From After School IP to Site Coordinator	After School Programs	March 13, 2017	April 14, 2017	\$25	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)						
Hernandez, Michelle	From After School IP to Site Coordinator	After School Programs	March 7, 2017	March 21, 2017	\$25	
Lopez, Olga	From After School IP to Site Coordinator	After School Programs	March 15, 2017	May 14, 2017	\$25	
		K-12 Curriculum				
Plaza, Leonor	From Depart. Spec. to Admin. Secretary	Instr./Staff Dev.	March 27, 2017	April 21, 2017	30/6	
Roman Antunez, Luz	From After School IP to Site Coordinator	After School Programs	March 21, 2017	March 24, 2017	\$25	
		K-12 Curriculum				
Torres, Elizabeth	From Site Clerk to Depart. Spec.	Instr./Staff Dev.	March 27, 2017	April 21, 2017	28/1	
HOURLY APPOINTMENT						
Ramirez, Xavier	Instr. Asst. Provider	Century	March 28, 2017		16/1	
ATHLETIC SPECIALIST						
Alvarado, Gary	Asst. Softball Coach	Century	February 22, 2017		\$22.43	
Ceja, Fernando	Asst. Softball Coach	Century	February 13, 2017		\$22.43	
Cornejo, Edwin	Asst. Track Coach	Century	February 13, 2017		\$22.43	
Diaz, Luis Jr.	Asst. Baseball Coach	Century	February 13, 2017		\$22.43	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - April 18, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Fowler, Aemon	Asst. Baseball Coach	Century	February 22, 2017		\$22.43	
Garcia, Jose	Asst. Track Coach	Century	February 13, 2017		\$22.43	
Hernandez, Andres	Asst. Tennis Coach	Century	February 13, 2017		\$22.43	
Khin, Sean	Asst. Track Coach	Century	February 13, 2017		\$22.43	
Lopez, Anthony	Asst. Baseball Coach	Century	February 13, 2017		\$22.43	
Morales, Robert	Asst. Baseball Coach	Godinez	February 27, 2017		\$22.43	
Munguia Manzo, Joel	Asst. Track Coach	Century	February 13, 2017		\$22.43	
Ramirez, Roberto Jr.	Asst. Tennis Coach	Century	February 13, 2017		\$22.43	
Ramirez, Rolando	Asst. Baseball Coach	Godinez	March 9, 2017		\$22.43	
Rojas, Omar	Asst. Baseball Coach	Century	February 13, 2017		\$22.43	
Salcido, Joe	Asst. Softball Coach	Century	February 13, 2017		\$22.43	

RESOLUTION NO. 16/17-3176

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

TEACHER/SUPPORT STAFF APPRECIATION WEEK

AND

CLASSIFIED SCHOOL EMPLOYEE WEEK

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's Board of Education proclaims May 1-5, 2017, as National Teacher/Support Staff Appreciation Week in addition to proclaiming May 21-27, 2017, as Classified School

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

ABSENT 0

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of April, 2017.

Cecilia Iglesias
Cecilia "Ceci" Iglesias
Clerk, Board of Education
Santa Ana Unified School District

RESOLUTION NO. 16/17-3177

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Proclamation Declaring National School Nurses' Week

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's Board of Education declares May 6-12, 2017, as "National School Nurses' Week" and commemorates the unique contribution of school nurses to the total educational program.

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

AYES: 5

1 NOES: 0

2 ABSENT: 0

3 STATE OF CALIFORNIA)

4) ss.

5 COUNTY OF ORANGE)
6

7 I, Cecilia "Ceci" Iglesias, Clerk of the Board of Education of the Santa Ana
8 Unified School District of Orange County, California, hereby certify that the
9 above and foregoing Resolution was duly adopted by the said Board at a regular
10 meeting thereof held on the 18 day of April, 2017, and passed by a
11 vote of 5-0 of said Board.

12 IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of
13 April, 2017.

14
15 

16 Cecilia "Ceci" Iglesias

17 Clerk, Board of Education

18 Santa Ana Unified School District

1 RESOLUTION NO. 16/17-3178

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 NATIONAL POLICE WEEK

7
8 WHEREAS, Santa Ana Unified School District Police Department plays an
9 essential role in safeguarding the rights and freedoms of the students, staff and
10 school community; and,

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

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

20 WHEREAS, 144 police officers lost their lives in the line of duty nationwide
21 during 2016; and,

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

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

1 NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's
2 Board of Education proclaims May 14-20, 2017, as National Police Appreciation
3 Week, and in addition, urges all citizens to participate in observances that
4 express their gratitude and appreciation for our police officers.

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

7 AYES: 5

8 NOES: 0

9 ABSENT 0

10 STATE OF CALIFORNIA)
11) ss.
12 COUNTY OF ORANGE)
13

14 I, Cecilia "Ceci" Iglesias, Clerk of the Board of Education of the Santa Ana
15 Unified School District of Orange County, California, hereby certify that the
16 above and foregoing Resolution was duly adopted by the said Board at a regular
17 meeting thereof held on the 18 day of April, 2017, and passed by a
18 vote of 5-0 of said Board.

19 IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of
20 April, 2017.

21
22
23 Cecilia Iglesias
24 Cecilia "Ceci" Iglesias
25 Clerk, Board of Education
Santa Ana Unified School District

RESOLUTION NO.16/17-3171
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA
FOURTH AMENDMENT TO STANDARDIZE DISTRICT FACILITY COMPONENTS
FOR THE DESIGNATION OF
SPECIFIC MATERIAL(S), PRODUCT(S), THING(S), OR SERVICE(S) ON
PUBLIC WORKS PROJECTS PURSUANT
TO PUBLIC CONTRACT CODE SECTION 3400(c) (2)

WHEREAS, pursuant to California Public Contract Code section 3400 ("PCC § 3400") and other applicable law, the District wishes to, in specific instances, list and/or designate in its bids or requests for proposals on its public works projects, specific material(s), product(s), thing(s), or service(s);

WHEREAS, PCC § 3400 (c)(2) provides that the District may specify particular material(s), product(s), thing(s), or service(s) in its specifications for bids in connection with the construction, alteration, or repair of public works upon a finding by the District Board that particular material(s), product(s), thing(s), or service(s) are listed for the purpose of matching "other products in use on a particular public improvement either completed or in the course of completion,"

WHEREAS, on the District's public works projects, the District desires to list the material(s), product(s), thing(s), or service(s) listed on the attached list (Exhibit "A") as the only acceptable material(s), product(s), thing(s), or service(s) for use on the District's construction projects, because those material(s), product(s), thing(s), or service(s) "match other product(s) in use on other District public improvement(s) either completed or in the course of completion" (PCC § 3400 (c)(2)),

WHEREAS, although PCC § 3400 (c)(2) does not require the Board to make specific findings as to why it wishes to match other products in use, the District believes this action is desirable to, among other reasons, and to the extent applicable to specific material(s), product(s), thing(s), or service(s), because:

- The District has already incurred costs to train its employees to service and maintain specific current product(s) and system(s) throughout District campuses.
- The ongoing maintenance, repair, and other work that District staff and/or service providers will have to perform on those product(s) or system(s) will be simplified, more efficient, and less costly if those persons do not have to service different and varied product(s) and system(s).
- The warranties and guarantees for product(s) and system(s) will be easier to coordinate, track, and call upon in the years to come if they are with the same manufacturers / vendors of the particular product(s) or system(s).
- It would be beneficial for the entire District to reduce District costs by implementing uniform system(s) and installing uniform product(s) throughout the District, facilitating maintenance, engineering and overall reliability.
- The District anticipates future construction, alteration, modernization of existing school sites to, among other things, replace and/or upgrade system(s) at those sites.

1 • It would be beneficial to the District to have and use uniform parts and
2 materials throughout the system(s) in use at its sites.
3

4 **WHEREAS**, the District will endeavor to list, whenever feasible, more than one
5 product or system when more than one product or system is acceptable and has
6 already been used at improvement(s) either completed or in the course of completion
7 and the above conditions are sufficiently satisfied.
8

9 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SANTA ANA**
10 **UNIFIED SCHOOL DISTRICT AS FOLLOWS:**
11

- 12 1. That the foregoing recitals are true.
13
- 14 2. The District has already incurred costs to train its employees to service and
15 maintain specific current product(s) and system(s) throughout District
16 campuses.
17
- 18 3. The ongoing maintenance, repair, and other work that District staff and/or
19 service providers will have to perform on those product(s) or system(s) will be
20 simplified, more efficient, and less costly if those persons do not have to
21 service different and varied product(s) and system(s).
22
- 23 4. The warranties and guarantees for product(s) and system(s) will be easier to
24 coordinate, track, and call upon in the years to come if they are with the same
25 manufacturers / vendors of the particular product(s) or system(s).
26
- 27 5. It would be beneficial for the entire District to reduce District costs by
28 implementing uniform system(s) and installing uniform product(s) throughout the
29 District, facilitating maintenance, engineering and overall reliability.
30
- 31 6. The District anticipates future construction, alteration, modernization of
32 existing school sites to, among other things, replace and/or upgrade system(s)
33 at those sites.
34
- 35 7. It would be beneficial to the District to have and use uniform parts and
36 materials throughout the system(s) in use at its sites.
37
- 38 8. The District will endeavor to list, whenever feasible, more than one product or
39 system when more than one product or system is acceptable and has already been
40 used at improvement(s) either completed or in the course of completion and the
41 above conditions are sufficiently satisfied.
42
- 43 9. That the material(s), product(s), thing(s), or service(s) listed on **Exhibit "A"**
44 are the only acceptable material(s), product(s), thing(s), or service(s) for
45 use on the District's public works projects, because those material(s),
46 product(s), thing(s), or service(s) match other product(s) in use on other
47 District public improvement(s) either completed or in the course of completion.
48
- 49 10. That the District shall list in its invitation(s) to bid or other contract
50 solicitations for the District's public works projects, the material(s),
51 product(s), thing(s), or service(s) listed on **Exhibit "A"** as the only
52 acceptable material(s), product(s), thing(s), or service(s) for use on the
53 District's public works projects.
54
- 55 11. That the District's Superintendent, or the Superintendent's designee, is
56 authorized pursuant to this Resolution to take any action that is necessary to
57 complete the procedures necessary to carry out, give effect to, and comply with
58 the terms and intent of this Resolution.

PASSED AND ADOPTED, by the Governing Board on April 18, 2017 upon motion of member Amezcu and duly seconded, the foregoing Resolution was adopted by the following vote:

AYES: 4
NOES: 1
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 18th day of April 2017, and passed by a vote of 4-1 of said Board.

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

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 18th day of April 2017, and passed by a vote of 4-1 of said Board.

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

Exhibit "A"
(Added item is highlighted)

- A. Fire detection and alarm system(s) manufactured by the following manufacture(s):**
- Notifier (located at approximately 70% District sites currently)
 - Silent Knight (located at approximately 10% District sites currently)

These systems are integral safety components at District sites. In addition to the basis in the Resolution for determining that the Board wishes to match new fire detection and alarm systems to existing systems already in use, the District is endeavoring to better coordinate the training, maintenance, and repair of these systems throughout the District. The ever-increasing cost and coordination of varied systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of systems to facilitate more control and cost containment in keeping those systems operational.

- B. Carpeting manufactured by the following manufacture(s):**

- Tandus Power Bond (located at approximately 50% District sites currently)

The make and type of carpeting dictates the maintenance and repair process for each. District staff has been trained on the repair and cleaning of the above carpet types.

- C. Locksets and Cylinders manufactured by the following manufacture(s):**

- Schlage (located at approximately 100% District sites currently)

These systems are integral safety components at District sites. In addition to the basis in the Resolution for determining that the Board wishes to match new lock systems to existing systems already in use, the District is endeavoring to facilitate better control over replacement parts, the "re-keying" of locks, and the replacement of lost or stolen keys.

- D. Heating, Ventilation and Air-Conditioning Systems manufactured by the following manufacture(s):**

- York (located at approximately 20% District sites currently)
- Carrier (located approximately 30% District sites currently)

The District is endeavoring to better coordinate the training, maintenance, and repair of these systems throughout the District. The ever-increasing cost and coordination of varied systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of systems to facilitate more control and cost containment in keeping those systems operational.

- E. Intrusion Detection Systems manufactured by the following manufacture(s):**

- Digital Monitoring Products (DMP) (located at approximately 30% District sites currently)

1 The District has DMP as an integral safety component for our intrusion detection
2 systems. The Digital Monitoring Products are a critical component that completes
3 the software requirements for our entire monitoring system that our Police
4 Department has chosen to provide the safest campuses possible. There are multiple
5 dealers that can provide DMP panels and programming as well as our staff has
6 received training in these software programs.

7
8
9 **F. Intercom Paging System manufactured by the following manufacture(s):**

- 10 • Bogen (located at approximately 10% District sites currently)
- 11 • ICS Rauland (located at approximately 80% District sites currently)

12 These systems fall in line within endeavor to better coordinate the training,
13 maintenance, and repair of these systems throughout the District. The ever-
14 increasing cost and coordination of varied systems with a limited maintenance
15 personnel staff and a limited budget for outside vendors, requires the District to
16 limit variance in these types of systems to facilitate more control and cost
17 containment in keeping those systems operational.

18
19
20
21 **G. Plumbing Fixtures and Component Systems manufactured by the following**
22 **manufacture(s):**

- 23 • American Standard (located at approximately 70% District sites currently)
- 24 • Kohler (located at approximately 30% District sites currently)
- 25 • Falcon- Waterless Urinals (located at approximately 100% District sites
26 currently)
- 27 • Chicago Faucets (located at approximately 80% District sites currently)
- 28 • Haws- Drinking Fountains (located at approximately 80% District sites
29 currently)
- 30 • Sloan (located at approximately 80% District sites currently)
- 31 • Zurn (located at approximately 20% District sites currently)

32 Plumbing fixtures and systems become very unique and system coordinated when they
33 were late to the commercial industry. It is impossible to inventory the various
34 numbers of parts for the vast system differences. Standardization of the systems
35 will help alleviate over stocked items, obsolete parts and allow us the ability to
36 maintain a reasonable inventory. Our staff members have had numerous hours of
37 training on different components such as valves, cartridge replacement, re-built
38 kits, pressure setting etc.

39
40
41
42 **H. Network system(s) by the following manufacture(s):**

- 43 • Cisco (located at approximately 100% District sites currently)

44 In addition to the basis in the Resolution for determining that the Board wishes to
45 align facilities efforts with educational goals, simplify and reuse engineering
46 services to scale, make smart decisions to maximize limited resources, and
47 consolidate infrastructure that results in maintenance and management savings, the
48 District is endeavoring to better coordinate the training, maintenance, and repair
49 of these systems throughout the District. The ever-increasing cost and
50 coordination of varied systems with a limited maintenance and technical personnel
51 staff and a limited budget for outside vendors, requires the District to limit
52 variance in these types of systems to facilitate more control and cost containment
53 in keeping those systems operational.

- I. IP Telephony/Voice Over IP (VoIP) System by the following manufacture(s):**
- Cisco (located at approximately 30% District sites currently)

These systems are integral communication components at all District sites. The system falls in line within endeavor to better coordinate the training, maintenance, and repair of the system throughout the District. The ever-increasing cost and coordination of varied systems with a limited maintenance and technical personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of systems to facilitate more control and cost containment in keeping the system operational.

- J. Structured Cabling Systems by the following manufacture(s):**

- Systimax (located at approximately 30% District sites currently)
- Uniprise (located at approximately 20% District sites currently)

Structured Cabling Systems become very unique and system coordinated. Enterprised network infrastructure solutions need to maintain a uniform configuration; parts, and installation standards, to maintain high quality, performance and 20-year warranty, to protect the District's investment. It is impossible to inventory the various numbers of parts for the vast system differences. Standardization of the systems will help alleviate over stocked items, obsolete parts and allow us the ability to maintain a reasonable inventory. Our staff members have had numerous hours of training on different components.

- K. Solid Plastic Bathroom Partition by the following manufacturer(s):**

- Scranton Products 1 inch solid HDPE plastic partitions (located at approximately 60% of District sites currently).

Solid HDPE plastic partitions are more durable and require less maintenance than other products. Standardization will help alleviate over stocked items and allow us the ability to maintain a reasonable inventory. This will limit variance of this type of system to facilitate better inventory and cost control.

- L. Door and Gate Hardware by the following manufacturers(s):**

- Von Duprin exit hardware (located at approximately 70% of District sites currently).
- LCN Door Closers (located at approximately 70% of District sites currently).

These systems are an integral safety and accessibility component at District sites. The District is endeavoring to facilitate cost control by minimizing training, maintenance and inventory associated with the use of multiple products. Standardization will help alleviate over stocked items and allow us the ability to maintain a reasonable inventory.

- M. Rubberized Playground Surfacing manufactured by the following manufacturer(s):**

- Pro-Tect Turf (located at approximately 35% of District sites currently).

This fall protection system is an integral safety and accessibility component at District sites. The District is endeavoring to facilitate cost control by increasing longevity, minimizing training, maintenance and inventory associated with the use of multiple rubberized products. Standardization will help alleviate over stocked items and allow us the ability to maintain a reasonable inventory.

1
2 **M. Paint manufactured by the following manufacture(s):**

- 3 • Dunn Edwards (located at approximately 80% of District sites currently).
4 • Sherwin Williams (located at approximately 10% of District sites
5 currently)
6 • Tnemec (all epoxy coatings)
7

8 The District is endeavoring to reduce the cost of stored paint and limit the
9 quantity of colors and types of paint used throughout the District.
10 Standardization will help alleviate over stocked items and allow us the ability to
11 maintain a reasonable inventory.
12
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15 **N. Building Automation System(s) - (BAS)/Energy Management System(s) - (EMS)**
16 **manufactured by the following manufacture(s):**

- 17 • Niagara AXP (located at approximately 20% District sites currently)
18

19 These systems are integral energy saving components at District sites. In addition
20 to the basis in the Resolution for determining that the Board wishes to match BAS &
21 EMS systems to existing systems already in use, the District is endeavoring to
22 better coordinate the training, maintenance, and repair of these systems throughout
23 the District. The ever-increasing cost and coordination of varied systems with a
24 limited maintenance personnel staff and a limited budget for outside vendors,
25 requires the District to limit variance in these types of systems to facilitate
26 more control and cost containment in keeping those systems operational. Providing
27 better energy controls to the district will enhance the energy saving program and
28 provide improved services to our students.
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Santa Ana Unified School District

BOARD POLICY NO: 4313.2

SUBJECT: Demotion/Reassignment
CATEGORY: Personnel
RESPONSIBLE OFFICE(S): Human Resources Department

EFFECTIVE: 4/18/2017
REVIEWED: 3/28/2017

SCOPE:

The Board recognizes its primary responsibility is to comply with applicable State and federal laws.

POLICY:

The Governing Board may authorize the demotion or reassignment of any administrative or supervisory employee upon the recommendation of the Superintendent or designee and when such action is determined to be in the best interest of the district. (cf. 0520.2 - Title I Program Improvement Schools) (cf. 0520.3 - Title I Program Improvement Districts) (cf. 4300 - Administrative and Supervisory Personnel) (cf. 4312 - Contracts) (cf. 4314 - Transfers)

The Superintendent or designee shall ensure that the District complies with all applicable statutory deadlines and due process procedures when an employee is to be demoted or reassigned.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

35031	Senior management employee in the classified service: nonreelection
44660-44665	Evaluation and assessment of performance of certificated employees
44850.1	No tenure in administrative or supervisory positions
44896	Transfer of administrator or supervisor to teaching position
44897	Classification of administrator or supervisor to a teaching position
44951	Continuation in position unless notified (position requiring administrative or supervisory credential)
45101	Definitions (including disciplinary action, cause)
45113	Rules for classified service in districts not incorporating the merit system
52055.5	Meeting or exceeding growth requirements
52055.57	Districts identified or at risk of identification for program improvement

COURT DECISIONS

Ellerbroek v. Saddleback Valley Unified School District, (1981) 125 Cal. App 3d 348
 Hentschke v. Sink (1973) 34 Cal.App. 3d 19
 Jefferson v. Compton Unified School District (1993) 14 Cal. App. 4th 32
 Schultz v. Regents of the University of California, (1984) 160 Cal. App. 3d 768
 Skelly v. California Personnel Board, (1975) 15 Cal.3d 194

DESIRED OUTCOME:

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: (6/80 8/81 8/95 10/96)

Santa Ana, CA



Santa Ana Unified School District

BOARD POLICY NO: 5145.3**SUBJECT: Nondiscrimination/Harassment****CATEGORY: Students****EFFECTIVE: 4/2017****RESPONSIBLE OFFICE(S): Educational Services, Pupil Support Services****REVIEWED: 3/2017****SCOPE:**

The Board of Education desires to provide a safe school environment that allows all students equal access and opportunities in the District's academic and other educational support programs, services, and activities. The Board prohibits, at any District school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

POLICY:

This policy shall apply to all acts related to district school activity or to school attendance occurring within a District school or district activity.

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, written, or cyber conduct based on one of the categories listed above that is so severe or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

DESIRED OUTCOME:

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. The Superintendent or designee shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination.

The Superintendent or designee shall regularly review the implementation of the District's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommended changes to the Board after each review.

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.



Santa Ana Unified School District

BOARD POLICY NO: 5145.3
SUBJECT: Nondiscrimination/Harassment
CATEGORY: Students
EFFECTIVE: 4/2017
RESPONSIBLE OFFICE(S): Educational Services, Pupil Support Services
REVIEWED: 3/2017

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

AR 5145.3 Nondiscrimination/Harassment-Students

Legal Reference:

Civil Code

1714.1 Liability of parents/guardians for willful misconduct of minor

Education Code

200-262.4	Prohibition of discrimination on the basis of sex
48900.3	Suspension or expulsion for act of hate violence
48900.4	Suspension or expulsion for threats or harassment
48904	Liability of parent/guardian for willful student misconduct
48907	Student exercise of free expression
48950	Freedom of speech
48985	Translation of notices
49020-49023	Athletic programs
51500	Prohibited instruction or activity
51501	Prohibited means of instruction
60044	Prohibited instructional materials

Penal Code

422.55	Definition of hate crime
422.6	Crimes, harassment

Other Regulatory Authority:

Code of Regulations, Title 5

432	Student record
4600-4687	Uniform Complaint Procedures
4900-4965	Nondiscrimination in elementary and secondary education programs

United States Code, Title 20

1681-1688	Title IX of the Education Amendments of 1972
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United States Code, Title 42

2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6	Title IX, 1972 Education Act Amendments



Santa Ana Unified School District

BOARD POLICY NO: 5145.3

SUBJECT: Nondiscrimination/Harassment

CATEGORY: Students

EFFECTIVE: 4/2017

RESPONSIBLE OFFICE(S): Educational Services, Pupil Support Services

REVIEWED: 3/2017

Code of Federal Regulations, Title 34

- | | |
|--------|--|
| 100.3a | Prohibition of discrimination on basis of race, color or national origin |
| 104.7 | Designation of responsible employee for Section 504 |
| 106.8 | Designation of responsible employee |
| 106.9 | Notification of nondiscrimination on basis of sex |

Adopted: 4-98 (4-17)



Santa Ana Unified School District

BOARD POLICY NO: 5145.7
SUBJECT: Sexual Harassment
CATEGORY: Student
RESPONSIBLE OFFICE(S): Educational Services
EFFECTIVE: 4/2017
REVIEWED: 3/2017

SCOPE:

The Governing Board recognizes maintaining a safe school environment that is free from harassment and discrimination at school or at school-sponsored or school-related activities.

POLICY:

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The District strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a District compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

The Superintendent or designee shall take appropriate actions to reinforce the District's sexual harassment policy.

Instruction/Information

The Superintendent or designee shall ensure that all District students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence.
2. A clear message that students do not have to endure sexual harassment under any circumstance.
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained.



Santa Ana Unified School District

BOARD POLICY NO: 5145.7**SUBJECT: Sexual Harassment****CATEGORY: Student****RESPONSIBLE OFFICE(S): Educational Services****EFFECTIVE: 4/2017****REVIEWED: 3/2017**

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved.
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students.
6. Information about the District's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made.
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the District investigation of a sexual harassment complaint continues.
8. A clear message that, when needed, the District will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment.

Complaint Process and Disciplinary Actions

Any student who feels that he/she is being or has been subjected to sexual harassment shall immediately contact his/her teacher or any other employee. A school employee to whom a complaint is made shall, within 24 hours or as soon as reasonably possible, of receiving the complaint, report it to the principal or designee.

Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the principal or designee, whether or not the victim files a complaint.

In any case of sexual harassment involving the principal or any other District employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the nondiscrimination coordinator or the Superintendent or designee.

(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)

(cf. 5141.4 – Child Abuse Reporting Procedures)

(cf. 5145.3 – Nondiscrimination/Harassment)

The principal or designee to whom a complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. Where the principal or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The principal or designee shall also advise the victim of any other remedies that may be available.



Santa Ana Unified School District

BOARD POLICY NO: 5145.7
SUBJECT: Sexual Harassment
CATEGORY: Student
RESPONSIBLE OFFICE(S): Educational Services
EFFECTIVE: 4/2017
REVIEWED: 3/2017

The principal or designee shall file a report with the Superintendent or designee and refer the matter to law enforcement authorities, where required.

(cf. 1312.1 – Complaints Concerning District Employees)

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and District procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Disciplinary Measures

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the District to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action.



Santa Ana Unified School District

BOARD POLICY NO: 5145.7
SUBJECT: Sexual Harassment
CATEGORY: Student
EFFECTIVE: 4/2017
RESPONSIBLE OFFICE(S): Educational Services
REVIEWED: 3/2017

(5 CCR 4964)

(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)

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 5145.7 Sexual Harassment

Legal Reference:
EDUCATION CODE

200-262.4	Prohibition of discrimination on the basis of sex
48900	Grounds for suspension or expulsion
48900.2	Additional grounds for suspension or expulsion; sexual harassment
48904	Liability of parent/guardian for willful student misconduct
48980	Notice at beginning of term

CALIFORNIA GOVERNMENT CODE

12950.1	Sexual harassment training
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CIVIL CODE

51.9	Liability for sexual harassment; business, service and professional relationships
1714.1	Liability of parents/guardians for willful misconduct of minor

OTHER REGULATORY AUTHORITY
CODE OF REGULATIONS, TITLE 5

4600-4687	Uniform complaint procedures
4900-4965	Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221	Application of laws
1232	Family Educational Rights and Privacy Act
1681-1688	Title IX, discrimination

UNITED STATES CODE, TITLE 42

1983	Civil action for deprivation of rights
2000d-2000d-7	Title VI, Civil Rights Act of 1964
2000e-2000e-17	Title VII, Civil Rights Act of 1964 as amended



Santa Ana Unified School District

BOARD POLICY NO: 5145.7

SUBJECT: Sexual Harassment

CATEGORY: Student

RESPONSIBLE OFFICE(S): Educational Services

EFFECTIVE: 4/2017

REVIEWED: 3/2017

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Sexual Violence, April 4, 2011

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Adopted: 4-98 3-02 (4-17) Santa Ana, CA



Santa Ana Unified School District

BOARD POLICY NO: 6145**SUBJECT: Extracurricular and Cocurricular Activities****CATEGORY: Instruction****EFFECTIVE: 4/18/2017****RESPONSIBLE OFFICE(S): Educational Services****REVIEWED: 3/28/2017****SCOPE:**

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development of students and enhance students' feelings of connectedness with the schools. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

POLICY:

No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases. Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. (5 CCR 4925).

Any complaint alleging unlawful discrimination in the district's extracurricular or cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

Unless specifically authorized by law, no fee shall be charged to students for participation in extracurricular and cocurricular activities related to the educational program, including materials or equipment related to the activity.

Eligibility Requirements

To be eligible to participate in extracurricular and cocurricular activities, students in grades 7-12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to: (Education Code 35160.5)

1. Maintenance of a minimum of 2.0 grade point average on a 4.0 scale in all enrolled classes
2. Maintenance of minimum progress toward meeting high school graduation requirements

The Superintendent or designee may grant ineligible students a probationary period not to exceed one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. (Education Code 35160.5)

Any decision regarding the eligibility of any child in foster care or a child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.



Santa Ana Unified School District

BOARD POLICY NO: 6145**SUBJECT: Extracurricular and Cocurricular Activities****CATEGORY: Instruction****RESPONSIBLE OFFICE(S): Educational Services****EFFECTIVE: 4/18/2017****REVIEWED: 3/28/2017**

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular and cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

Annual Policy Review

The Board shall annually review this policy and implementing regulations.

Legal Reference:

EDUCATION CODE

35145 - Public meetings

35160.5 - District policy rules and regulations; requirements; matters subject to regulation

35179 - Interscholastic athletics; associations or consortia

35181 - Students' responsibilities

48850 - Participation of foster youth in extracurricular activities and interscholastic sports

48930-48938 - Student organizations

49024 - Activity Supervisor Clearance Certificate

49700-49704 - Education of children of military families



Santa Ana Unified School District

BOARD POLICY NO: 6145

SUBJECT: Extracurricular and Cocurricular Activities

CATEGORY: Instruction

RESPONSIBLE OFFICE(S): Educational Services

EFFECTIVE: 4/18/2017

REVIEWED: 3/28/2017

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 - Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 - Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CSBA PUBLICATIONS

Student Fees Litigation Update, ELA Advisory, May 20, 2011

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, or Other Charges, Fiscal Management Advisory 11-01, November 9, 2011

CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE

Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), July 20, 2010



Santa Ana Unified School District

BOARD POLICY NO: 6145

SUBJECT: Extracurricular and Cocurricular Activities

CATEGORY: Instruction

RESPONSIBLE OFFICE(S): Educational Services

EFFECTIVE: 4/18/2017

REVIEWED: 3/28/2017

WEB SITES

CSBA: <http://www.csba.org>

California Association of Directors of Activities: <http://www.cadal.org>

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

(4-83 8-84 1-03 4-03) 3/17 Santa Ana, CA



2017

Santa Ana Unified School District

BOARD POLICY NO: 6164.2**SUBJECT: Guidance/Counseling Services, Supplemental School Counseling Program****CATEGORY: Instruction****EFFECTIVE: 4/18/2017****RESPONSIBLE OFFICE(S): Educational Services****REVIEWED: 3/28/2017****SCOPE:**

The Governing Board recognizes that a structured, coherent and comprehensive counseling program promotes academic achievement and serves the diverse needs of all district students. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning.

POLICY:

The Superintendent or designee shall ensure that all persons employed to provide school counseling, school psychology, and/or school social work services shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of each position shall be clearly defined in a job description.

Responsibilities of school counselors include, but are not limited to:

1. Engaging with, advocating for, and providing support for all students with respect to learning and achievement
2. Planning, implementing, and evaluating programs to promote the academic, career, personal, and social development of all students, including students from low-income families, foster youth, homeless youth, undocumented youth, and students at all levels of academic, social, and emotional abilities
3. Using multiple sources of information to monitor and improve student behavior and achievement
4. Collaborating and coordinating with school and community resources
5. Promoting and maintaining a safe learning environment for all students by providing restorative practices, positive behavior interventions, and support services
6. Intervening to ameliorate school-related problems, including issues related to chronic absences
7. Using research-based strategies to reduce stigma, conflict, and student-to-student mistreatment and bullying
8. Improving school climate and student well-being
9. Enhancing students' social and emotional competence, character, health, civic engagement, cultural legacy, and commitment to lifelong learning and the pursuit of high-quality educational programs
10. Providing counseling interventions and support services for students classified as English learners, eligible for free or reduced-priced meals, or foster youth, including enhancing equity and access to the education system and community services



Santa Ana Unified School District

BOARD POLICY NO: 6146.2**SUBJECT: Guidance/School Counseling, Supplemental School Counseling Program****CATEGORY: Instruction****EFFECTIVE: 4/18/2017****RESPONSIBLE OFFICE(S): Educational Services****REVIEWED: 3/28/2017**

11. Engaging in continued development as a professional school counselor

Educational Counseling

Beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions.

The educational counseling program shall include academic counseling in the following areas:

1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans
2. Optimizing progress towards achievement of proficiency standards
3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to public colleges and universities, standardized admissions tests, and financial aid
5. Career counseling, in which students are assisted in doing all of the following:
 - a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition
 - b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success
 - c. Developing realistic perceptions of work, the changing work environment, and the effect of work on lifestyle
 - d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options
 - e. Understanding the value of participating in career technical education and work-based learning activities and programs, including, but not limited to, service learning, regional occupational centers and programs, partnership programs, job shadowing, and mentoring experiences



Santa Ana Unified School District

BOARD POLICY NO: 6146.2**SUBJECT: Guidance/School Counseling, Supplemental School Counseling Program****CATEGORY: Instruction****EFFECTIVE: 4/18/2017****RESPONSIBLE OFFICE(S): Educational Services****REVIEWED: 3/28/2017**

f. Understanding the need to develop essential employable skills and work habits

g. Understanding the variety of four-year colleges and universities and community college career and technical preparation programs, as well as admission criteria and enrollment procedures

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with the rest of their class, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for a student to continue his/her education if he/she fails to meet graduation requirements.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education.

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school programs and career, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in District Programs and Activities.

In addition, counselors shall affirmatively explore with students the possibility of careers, or courses leading to careers, without regard to a student's gender.

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students.

Note: 20 USC 7908 requires districts receiving funds under the Elementary and Secondary Education Act (ESEA) to provide military recruiters with the same access to students as is provided to colleges and prospective employers. Districts that do not grant similar access may lose those funds and may be subject to specific interventions, such as notification to the Governor and Congress, so that public officials can work with the district. Districts that do not receive ESEA funds and that choose to grant access to college and employment recruiters should do so on a nondiscriminatory basis. Education Code 49603 provides that military service recruiters may not be denied on-campus access to students in grades 9-12 if the district provides such access to other employers. For information regarding military recruiter access to student directory information, see BP/AR 5125.1 - Release of Directory Information.

OPTION 1: Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes

Personal or Mental Health Counseling

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by his/her credential. Such services may include, but are not limited to, support related to the student's social



Santa Ana Unified School District

BOARD POLICY NO: 6146.2
SUBJECT: Guidance/School Counseling, Supplemental School Counseling Program
CATEGORY: Instruction
EFFECTIVE: 4/18/2017
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REVIEWED: 3/28/2017

and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

Written parent/guardian consent shall be obtained before mental health counseling or treatment services are provided to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

Any information of a personal nature disclosed to a school counselor by a student age 12 years or older or by his/her parent/guardian is confidential and shall not become part of the student record without the written consent of the person who disclosed the confidential information. The information shall not be revealed, released, discussed, or referred to except under the limited circumstances specified in Education Code 49602.

A counselor shall consult with the Superintendent or designee and, as appropriate, with the district's legal counsel whenever unsure of how to respond to a student's personal problem or when questions arise regarding the possible release of confidential information regarding a student.

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

In addition, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

Legal Reference:

EDUCATION CODE

221.5 - Prohibited sex discrimination

44266 - Pupil personnel services credential

48431 - Establishing and maintaining high school guidance and placement program

49600-49604 - Educational counseling



Santa Ana Unified School District

BOARD POLICY NO: 6146.2

SUBJECT: Guidance/School Counseling, Supplemental School Counseling Program

CATEGORY: Instruction

EFFECTIVE: 4/18/2017

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REVIEWED: 3/28/2017

51250-51251 - School age military dependents

51513 - Personal beliefs

FAMILY CODE

6920-6929 - Consent by minor for treatment or counseling

HEALTH AND SAFETY CODE

124260 - Mental health services; consent by minors age 12 and older

PENAL CODE

11166-11170 - Reporting known or suspected cases of child abuse

WELFARE AND INSTITUTIONS CODE

5850-5883 - Mental Health Services Act

CODE OF REGULATIONS, TITLE 5

4930-4931 - Counseling

80049-80049.1 - Pupil personnel services credential

80632-80632.5 - Preparation programs for pupil personnel services

UNITED STATES CODE, TITLE 10

503 - Military recruiter access to directory information

UNITED STATES CODE, TITLE 20

1232g - Family Educational Rights and Privacy Act

7908 - Armed forces recruiter access to students and student recruiting information

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 - Family educational rights and privacy

Management Resources:



Santa Ana Unified School District

BOARD POLICY NO: 6146.2

SUBJECT: Guidance/School Counseling, Supplemental School Counseling Program

CATEGORY: Instruction

EFFECTIVE: 4/18/2017

RESPONSIBLE OFFICE(S): Educational Services

REVIEWED: 3/28/2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Results-Based School Counseling and Student Support Guidelines, 2007

WEB SITES

American School Counselor Association: <http://www.schoolcounselor.org>

California Association of School Counselors: <http://www.schoolcounselor-ca.org>

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

U.S. Department of Education, access to military recruiters:
<http://www.ed.gov/policy/gen/guid/fpco/hottopics/ht10-09-02.html>

Adopted: (4-01) 12-06 3-17

Santa Ana, CA

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

MINUTES

SPECIAL MEETING
SANTA ANA BOARD OF EDUCATION

April 25, 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, Ms. Iglesias, 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 Special Board meeting was immediately recessed at 5:06 p.m. to consider negotiations and personnel matters.

RECONVENE OPEN MEETING

The Special Board meeting reconvened at 8:54 p.m.

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance.

PUBLIC PRESENTATIONS

Maria Sanchez, Luis Sanchez, Perla Dionicio, Mauricio Reyes, Miguel Rubio, and Elias Cazalez addressed the Board related to elimination of assistive technology services. Peter Hernandez addressed the Board related reductions in force process. Patty Cortez and Eddie Leon addressed the Board related to classified layoffs.

REGULAR AGENDA - ACTION ITEM

- 1.0 ADOPTION OF RESOLUTION NO. 2016/17-3179 - ELIMINATE 24.25 CLASSIFIED POSITIONS FOR 2017-2018 SCHOOL YEAR

After information provided by Ms. Lohnes, Assistant Superintendent, Special Education/SELPA related to assistive technology services provided by SAUSD and Board discussion, motion failed.

It was moved by Dr. Alvarez, seconded by Ms. Amezcua, and carried 5-0, to not adopt Resolution No. 2016/17-3179 - Eliminate 24.25 Classified Positions for 2017-2018 school year.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 9:55 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, May 9, 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

SPECIAL MEETING
SANTA ANA BOARD OF EDUCATION

April 28, 2017

CALL TO ORDER

The meeting was called to order at 5:38 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua, Ms. Iglesias, 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 Special Board meeting was immediately recessed at 5:38 p.m. to consider negotiations and personnel matters.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 8:43 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, May 9, 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

SPECIAL MEETING
SANTA ANA BOARD OF EDUCATION

May 1, 2017

CALL TO ORDER

The meeting was called to order at 5:11 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua, Ms. Iglesias, 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 negotiations and personnel matters.

RECESS TO OPEN MEETING

The Special Board meeting reconvened at 7:01 p.m.

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance.

PUBLIC PRESENTATIONS

No public presentations.

REGULAR AGENDA - ACTION ITEM

1.0 ADOPTION OF RESOLUTION NO. 2016/17-3186 - ELIMINATION OF CERTAIN CLASSIFIED MANAGEMENT, CLASSIFIED, AND CONFIDENTIAL POSITIONS FOR 2017-2018 SCHOOL YEAR

It was moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 4-1. Ms. Iglesias dissenting, to adopt Resolution No. 16/17-3186 - Elimination of Certain Classified Management, Classified, and Confidential positions for 2017-2018 school year.

RECESS TO CLOSED SESSION

The Special Board meeting was immediately recessed at 7:29 p.m. to consider real property negotiations.

RECONVENE OPEN MEETING

The Special Board meeting reconvened at 8:19 p.m.

PRESENTATIONS / DISCUSSIONS

Budget and Local Control Accountability Plan Update

Ms. Douglas, Assistant Superintendent, Business Services provided the Board with an overview of budget priority planning and multiyear projections. Ms. Pueblos, Assistant Superintendent, K-12 School Performance and Culture provided the Board with current initiatives, performance indicators, and 2017-18 recommendations.

Ms. Iglesias left the Special Board meeting at 9:46 p.m.

Facilities Update

Mr. Williams, Assistant Superintendent, Facilities and Governmental Relations provided the Board with an update related to current and future facilities projects, and reported on the successes of Measure C and Measure G.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 10:01 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, May 9, 2017, at 6:00 p.m.

ATTEST:

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

Resolution No. 16/17-3186
Resolution of the Governing Board of the
Santa Ana Unified School District
Regarding Layoff of Classified Management, Classified and Confidential Positions

Be It Resolved, the Governing Board of the Santa Ana Unified School District determines that the following positions be abolished for lack of work and/or lack of funds pursuant to California Education Code sections 45117 and 45308:

<u>Classification Title</u>	<u>Number of Positions</u>	<u>Full Time Equivalent</u>
<u>Classified Management</u>		
Director, Construction*	1	1.00
Construction Supervisor*	2	2.00
Manager, Logistics	1	1.00
Low Voltage Manager*	1	1.00
Facilities Planner*	1	1.00
Charter School Financial Coordinator	1	1.00
Coordinator, Santa Ana Community Enrichment Partnership*	1	1.00
<u>Classified</u>		
Administrative Clerk I	1	1.00
Administrative Clerk II	3	3.00
Administrative Secretary	3	3.00
Alarm Monitor Dispatcher*	1	1.00
Assistant Buyer	1	1.00
Budget Clerk*	2	2.00
Building Inspector I	2	2.00
Business Analyst*	1	1.00
Claims Assistant – Risk Management*	1	1.00
Department Specialist	5	5.00
Fiscal Assistant II*	1	1.00
Food Service Worker	1	0.8125
Network Technician	2	2.00
Payroll Specialist	1	1.00

Production Assistant – Logistics*	1	1.00
School Police Office Specialist	1	1.00
Secretary	1	1.00
SELPA Secretary	1	1.00
Senior Administrative Clerk	2	2.00
Senior Administrative Secretary	1	1.00
Senior Buyer – Purchasing*	1	1.00
Site Clerk	3	2.4375
Student Records Technician	1	1.00
Confidential		
Administrative Secretary*	3	3.00
Executive Secretary*	1	1.00
Senior Executive Secretary*	2	2.00

**Denotes Vacancy(ies)*

Be It Further Resolved by the Governing Board:

1. That due to a lack of work and/or lack of funds, the number of classified employees and the amount of service rendered shall be reduced by layoff, as specified above, pursuant to Education Code section 45308.
2. That the Associate Superintendent of Human Resources is directed to give notice of layoff and of bumping rights, or displacement due to the exercise of bumping rights, to the affected classified employees pursuant to the requirements of law.
3. That layoff or reduction shall become effective no earlier than 60 days following service of the notice as required by law.
4. That any employee laid off pursuant to this Resolution shall be eligible for reemployment or restoration of assigned time pursuant to Education Code section 45298.

Adopted by the Board of Education of the Santa Ana Unified School District on May 1, 2017
by the following vote:

AYES:	<u>Mr. Palacio</u>	<u>Ms. Amezcua</u>
	<u>Dr. Alvarez</u>	<u>Dr. Rodriguez</u>
	<u> </u>	<u> </u>
NOES:	<u>Ms. Iglesias</u>	
	<u> </u>	
	<u> </u>	
ABSENT:	<u> </u>	
ABSTENTION:	<u> </u>	

I, Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, California, certify that the foregoing Resolution was adopted by the Board at a meeting thereof held at its regular place of meeting by the vote above stated, which Resolution is on file in the office of the Board.

Dated: May 1, 2017

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

AGENDA ITEM BACKUP SHEET
May 9, 2017

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 - May 9, 2017

School/Department:	Gift:	Amount:	Donor:	Used for:
Century High		\$600	Schools First Federal Credit Union Ms. Carol Chaney Tustin	Scholarships
Century High		\$1,500	Pacific Life Foundation Newport Beach	Instructional supplies
Middle College		\$1,000	Disneyland Ms. Jill Bolton Dreamers & Doers Program Anaheim	Instructional supplies
Santa Ana High	Dremel idea builder 3D40, HP Sprout Pro, HP Sprout Capture Stage, 10 HP Probooks with touch screen	\$9,108	Digital Promise Washington, D.C.	Learning studio classroom
Santa Ana High		\$1,000	Mr Gregory Young Yorba Linda	NJROTC
Seegerstrom High		\$3,000	Pacific Life Foundation 3T's of Education Grant Mr. Tennyson Oyler Newport Beach	Technology software
Facilities and Governmental Relations Department		\$550	PCM3 Mr. Steve Bachor Santa Ana Ana	New classroom ribbon cutting ceremony at McFadden Intermediate School
Business Services		\$1,600	Orbach, Huff, Suarez, and Henderson, LLP Los Angeles	Employee Appreciation celebration

School/Department:	Gift:	Amount:	Donor:	Used for:
Business Services		\$100	Thomas and Barbara Duffy Davis	Employee Appreciation celebration
May 9, 2017 donations		\$18,458		
2017 Total donations	\$75,846	\$94,304		

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

DH:lr

AGENDA ITEM BACKUP SHEET
May 9, 2017

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:
<ul style="list-style-type: none"> • Number of students: <u>3</u> • Eligible to reapply: <u>05/09/18</u> • Placement: <u>REACH Academy and Special Education</u>

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: May 9, 2017

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1.	349199	Mendez/8	C	2A	Special Education	05/09/18
2.	338609	Segerstrom/10	C	2A	REACH Academy	05/09/18
3.	355955	Villa/8	C	2A	REACH Academy	05/09/18

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

- | | |
|--|---|
| <p>(A) Caused, attempted, or threatened to cause physical injury</p> <p>(B) Possessed, sold, furnished a weapon, dangerous object, explosives</p> <p>(C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).</p> <p>(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</p> <p>(E) Committed or attempted to commit robbery or extortion</p> <p>(F) Caused or attempted to cause damage to school or private property</p> <p>(G) Stole or attempted to steal school or private property</p> <p>(H) Possessed or used tobacco or tobacco products</p> <p>(I) Committed an obscene act or engaged in habitual profanity or vulgarity</p> <p>(J) Possessed, offered, or arranged to sell paraphernalia</p> <p>(K) Disrupted school activities or willfully defied valid authority</p> <p>(L) Knowingly received stolen school or private property</p> <p>(M) Possessed an imitation firearm</p> <p>(N) Committed or attempted to commit a sexual assault as defined by</p> | <p>PC 261 or sexual battery PC 243.4</p> <p>(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> <p>(P) Offering to sell or selling SOMA</p> <p>(Q) Hazing</p> <p>(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</p> <p>(T) Aids or abets in physical injury</p> <p>(.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity</p> <p>(.3) Engaged in hate crime (Grades 4-12 only)</p> <p>(.4) Harassment, threat, intimidation (Grades 4-12 only)</p> <p>(.7) Terrorist threats against school officials, school property or both</p> |
|--|---|

EXPULSION RECOMMENDATIONS

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

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

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

ITEM: Consent

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

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

FUNDING:

Various Funding Sources

RECOMMENDATION:

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

ITEM SUMMARY:

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.

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - May 9, 2017

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
May 10-14, 2017 (Wednesday - Sunday)	Mendez Fundamental School Team America Rocketry Challenge Fly Off Great Meadow The Plains, VA Washington D.C.	\$1,500.00 per student (s) (cost paid by donations & fundraising funds)	10	4
May 15-17, 2017 (Monday - Wednesday)	Sepulveda Elementary School 5 th Grade Ocean Institute Trip Ocean Institute Dana Point, CA	\$70.00 per student (s) (cost paid by Ocean Institute)	69	7

<p><i>Funding and costs for participation in educational activities related to field trips are in compliance with the ACLU settlement.</i></p>

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Mendez Fundamental Intermediate School students to compete in the Team America Rocketry Challenge Fly Off at the Great Meadow in The Plains, Virginia and breakfast on Capitol Hill in Washington D.C. The trip will be on May 10-14, 2017.
<u>OVERVIEW:</u>	Mendez Fundamental Intermediate School is requesting their students to compete in the Team America Rocketry Challenge Fly Off in The Plains, Virginia and Washington D.C.
<u>RATIONALE:</u>	The Mendez Hot Shots Rocket Team is a national finalist in the Team America Rocketry Challenge and have qualified to compete in the Team America Rocketry Challenge Fly Off. During this extended field trip the students will be invited to have breakfast on Capitol Hill, visit the Smithsonian Air and Space Museum, as well as other national monuments and landmarks, as well as compete in the national fly off. Mendez Hot Shots have been nominated for the Outstanding Outreach Award. The winner will be announced at the fly-off banquet.
<u>PARTICIPANTS:</u>	10 students and 4 chaperones (2 certificated and 2 classified).
<u>COSTS:</u>	\$1,500.00 per student – To include lodging, meals, and travel.
<u>*FUNDING:</u>	Cost paid by donations and fundraising funds.
<u>RECOMMENDATION:</u>	Approve the request for Mendez Fundamental Intermediate School students to participate in the Team America Rocketry Challenge Fly Off at the Great Meadow in The Plains, Virginia and breakfast on Capitol Hill in Washington D.C. on May 10-14, 2017.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Sepulveda Elementary School students to participate in the 5 th Grade Ocean Institute Trip at the Ocean Institute in Dana Point, California. The trip will be on May 15-17, 2017.
<u>OVERVIEW:</u>	Sepulveda Elementary School is requesting their students to participate in the 5 th Grade Ocean Institute Trip in Dana Point, CA.
<u>RATIONALE:</u>	Students will experience an overnight adventure which combines our popular Living Systems Lab/Cruise with activities that explore the fascinating world of nocturnal and deep-sea animal adaptations. In the evening students investigate shark adaptations, pilot our remotely operated vehicles, dissect a cow eye to look at low light adaptations, and visit the Maddie James Seaside Learning Center where our squid light attracts animals of the night. In the morning students venture out to sea to conduct the investigations outlined in our living systems cruise with the added excitement of lowering student-drawn Styrofoam cups 500 feet to see the dramatic effects of pressure. Students will prepare before and after attending the field trip with materials provided by Ocean Institute.
<u>PARTICIPANTS:</u>	69 students and 7 chaperones (2 certificated and 5 classified).
<u>COSTS:</u>	\$70.00 per student – To include lodging, meals, and travel.
<u>*FUNDING:</u>	Cost paid by Ocean Institute
<u>RECOMMENDATION:</u>	Approve the request for Sepulveda Elementary School students to participate in the 5 th Grade Ocean Institute Trip at the Ocean Institute in Dana Point, CA on May 15-17, 2017.

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Approval of Agreement with California Office to Reform Education Districts for July 1, 2017 through June 30, 2018**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with the California Office to Reform Education (CORE) Districts for July 1, 2017 through June 30, 2018. CORE Districts is a collaboration of school districts working together to improve student achievement through highly productive, meaningful partnership, and learning between member-school districts.

ITEM SUMMARY:

- Starts: July 1, 2017 through June 30, 2018
- CORE school districts are collaborating to address a specific problem of practice based on District priorities through cycles of improvement rooted in improved science.

RATIONALE:

The CORE Districts will support District Improvement Teams and School Improvement Teams made up of district administrators, principals, instructional coaches, and teachers. The CORE hub will assist with:

- Providing infrastructure for collaboration, manage logistics, serve as a steward for improvement community integrity and effectiveness.
- Facilitate connections and coordinate collaborations between districts, connect districts with well-aligned resources, develop and deliver meaningful convenings, and coach districts to ensure coherence with other efforts.
- Develop and manage tools and resources that districts can use to effectively employ employee improvement science, serve as the analytical engine of the communities and provide analysis, and collect and curate knowledge and best practices from districts across and outside the improvement community.

LCAP goal 1.1: “Provide equitable student access to a rigorous, standards-based, instructional program that includes, but is not limited to high-quality instruction, instructional materials, academic supports, and technology-based resources.”

LCAP goal 1.3: “Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes.”

LCAP goal 2.1: “Ensure access to the CORE instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.”

FUNDING:

General Funds: \$100,000

RECOMMENDATION:

Approve the agreement with the California Office to Reform Education Districts for July 1, 2017 through June 30, 2018.

LP:sz

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and **CORE Districts, 1107 9th Street, Suite 500, Sacramento, CA 95814** hereinafter referred to as “CONTRACTOR.”

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

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

CORE Improvement Communities for Cross-District Teams

The participating CORE school districts are collaborating to address a specific problem of practice based on district priorities through cycles of improvement rooted in improvement science. The first problem of practice that is being addressed is to improve math proficiency of African-American and Hispanic/Latino students, especially in grades 4-8.

The roles and commitments of both district teams and the hub organization include:

District Improvement Team

- **Who:** Cross-functional district improvement teams of approximately six to eight individuals per district. Depending on the district structure, problem of practice, and needs, this team may include:
 - Improvement lead: Project manage the improvement science work of the district through facilitation and coaching at the district and school levels
 - Cabinet officer: Senior team member who serves as executive sponsor and guide the team
 - Principal supervisor: Brings school perspective and integrates with other efforts underway, interfaces with principals
 - Functional lead(s): Brings relevant content expertise based on the problem the district has prioritized and helps integrate with other initiatives
 - Data and accountability lead: Helps problem solve how to measure improvement

- School site leader: Removes competing obligations from teachers weave in improvement work with other initiatives at school level
- **Key role**: Guiding improvement work and building capacity at the district level.
- **Commitment**: The Improvement Lead's commitment includes attending four in-person convenings, bi-weekly check-ins with the CORE hub organization, and several hours of work per week between convenings. The commitment for the remaining team members includes attending four in-person convenings and one to two hours of work per week between convenings.

School Improvement Team (possible structure as work progresses to the school level in a subset of schools designated by the district)

- **Who**: Cross-functional school improvement teams of approximately six to eight individuals per school. This team might include:
 - School improvement lead: Facilitating weekly or bi-weekly meetings of the school improvement team, and communicating issues and needs to the district improvement leads
 - Teachers: Tailoring interventions to their individual classroom contexts and gathering data to measure improvement and accountability
 - Instructional coaches: Problem solving with teachers to help ensure change ideas are tested with fidelity
 - Principals: Working with district leadership to ensure there is adequate capacity for improvement work in their individual school
- **Key role**: Execute PDSA cycles to test and learn from change ideas at the school level.
- **Commitment**: Team members' commitment includes attending four in-person convenings per year and approximately two hours of work per week between convenings.

What the CORE hub will do to support your district

- **Build CORE Improvement Community structure**: Provide infrastructure for collaboration, manage logistics, serve as a steward for improvement community integrity and effectiveness, and listen to feedback and adjust approach.
- **Facilitation and coaching**: Facilitate connections and coordinate collaborations between districts, connect districts with well-aligned resources, develop and deliver meaningful convenings, and coach districts to ensure coherence with other efforts.
- **Engaging experts**: Broker expertise from experts in the field to learn more about the problem of practice and our systems, identify key levers for developing test strategies, and test ideas and emergent understandings.
- **Knowledge management and analytics**: Develop and manage tools and resources that districts can use to effectively employ improvement science, serve as the analytical engine of the communities and provide analysis, and collect and curate knowledge and best practices from districts across and outside the improvement community.

CORE Districts members will have full access to the active improvement communities, inclusive of costs for traveling to and attending CORE-wide meetings of the improvement

communities. The specific problems of practice and number of improvement communities may change over time to meet the needs of the collaborative, and decisions about the active improvement communities, their meeting budgets, and their focal areas will continue to be made by CORE Board of Directors.

Professional Learning Communities for District Leaders

The participating CORE school districts also work and learn together through inter-connected professional learning communities (PLCs) for district leaders. Teams of approximately two to five individuals per district participate in such PLCs, convening in person two to six times per year per PLC, as well as via regular virtual meetings.

Currently, one such community is active:

Data Leads

- **Who:** District analytical and research experts
- **What:** District analytical leads work together and with data experts to further develop and refine CORE's multiple measures accountability system and learn from each other.
- **Example of past work and success:** Developed a novel and multiple-measures-based accountability calculation called the School Quality Improvement Index. Index reports were released to leaders and educators in Winter 2015 and were publicly released in February 2016. CORE's Index represents the first accountability system in the nation that is fully aligned to the new federal ESSA legislation.

CORE Districts members will continue to have full access to the active district-level PLCs, inclusive of costs for traveling to and attending CORE-wide meetings of the PLCs. The specific type and work of the PLCs may change over time to meet the needs of the collaborative, and decisions about the active PLCs, their meeting budgets, and their focal areas will continue to be made by CORE Board of Directors.

CORE Data Collaborative

Over the past two years, with leadership from and stakeholder engagement in your district, CORE Districts has developed an innovative multiple measures accountability system, called the School Quality Improvement System, as well as an underlying data system. This accountability system is fully compliant with the new federal ESSA legislation and is aligned to LCFF – in fact, the metrics utilized for the Index (the calculation at the heart of the accountability system) can be used for the LCAP.

As a founding member of the CORE Data Collaborative, your district will receive:

- Multi-metric school and district Data Dashboards with performance benchmarked against peers across California;
 - Included metrics: Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, English Learner Re-Designation Rates, Special Education Disproportionality, Social Emotional Skills, and Student/Staff/Family Climate Surveys;
- Dynamic reporting and opportunities for deeper analysis using the EdVantage platform (e.g., drilling down, filtering, and extracting data and graphs);

- Strategic analytics by CORE Districts' partners at Education Analytics;
- Integration of measures and learnings into CORE District PLC sessions; and
- Additional professional/peer learning opportunities.

Beginning this year, additional LEAs who are not CORE Districts members have had the opportunity to join the CORE Data Collaborative for a fee. Forming this expanded Data Collaborative gives CORE Districts members a better opportunity to influence the accountability system that California adopts, as well as a larger data set for analysis and benchmarking in support of continual improvement and raising student achievement.

As a full CORE Districts member, your district enjoys several additional benefits that these new Data Collaborative members do not have, including:

- Through participation in the Data Leads PLC, the opportunity to influence the refinement of the Index and the inclusion of new metrics;
- By representation on the CORE Board of Directors, the ability to modify and update the Index; and
- By representation on the CORE Board of Directors, the ability to change the fee structure for participation in the Data Collaborative.

CORE-PACE Research Partnership

Policy Analysis for California Education (PACE) is CORE Districts' primary research partner. CORE Districts members have the opportunity to participate in multi-LEA research studies in ways that are designed inform continuous improvement in the CORE Districts and policy and practice in California and beyond. For the past year and a half, PACE researchers have been evaluating the implementation and effect of CORE's innovative accountability system and have published several policy memos and reports that are available here.

Over the next twelve months, researchers from UC Santa Barbara, USC, UC Riverside, University of Virginia, Brown, UC Davis, and Claremont Graduate University will be working on 5 separate studies co-designed with PACE and the participating CORE school districts. In addition, PACE researchers will be conducting original research CORE Districts' Networked Improvement Community, including:

- A qualitative "positive deviance" study, visiting schools that have high outcomes on CORE's Social-Emotional Learning (SEL) surveys for African American and Hispanic/Latino students to document practices in the schools and districts that may be related to positive SEL outcomes.
- Developmental evaluation of CORE's efforts as a Networked Improvement Community, designed to study and give regular feedback on how districts build capacity to support the use improvement science in the NIC.
- Quantitative studies to understand the new SEL and CC measures, coordinated between CORE partners Policy Analysis for California Education, Education Analytics, Transforming Education, and the Center for Education Policy Research at Harvard.

In future years, CORE District staff and superintendents will be able to prioritize additional research topics for exploration.

State and National Voice:

Together, the CORE Districts members serve more than 1 million students and their families, representing 18% of all California students. Thus, by working together, the CORE Districts members serve a significant proportion of the state's students and have the opportunity to have a much greater voice at both the state and national level.

In addition to the CORE Improvement Community and PLCs described above, participating school district superintendents have the opportunity to participate in a PLC, collaborating and learning from each other around shared problems of practice. These often have state and federal policy implications. Through the power of the group, participating districts have an outsize policy impact. Examples of policy impact thus far include:

- New State Accountability System – As part of the CORE-PACE partnership, we completed a policy analysis using our data system to support the state in exploring whether or how to include chronic absence in its accountability system, which was reported to be key to the state's decision to include chronic absence in the list of measures.
- LCAP – Released months before the State legislature developed our LCAP process, the School Quality Improvement Index informed much of the policy conversation and the LCAP data metrics have 85% crossover with the SQII Metrics.
- ESSA – Every Student Succeeds Act perfectly aligns with CORE's Index and our multiple measures work helped influence the final bill. In addition, CORE's Index is being used as a model for California as the state works to comply with the new federal law.
- NCLB Waiver – CORE Districts received the only district-level waiver from NCLB, which allowed the districts to develop a novel and holistic accountability system and receive increased flexibility for the use of their Title 1 funds.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2017** and will diligently perform as required and complete performance by **6/30/2018**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One Hundred Thousand Dollars (\$100,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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

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

7. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved services as outlined in section 1, ***Services to be provided by CONTRACTOR*** at the cost outlined in section 3, ***Compensation***.

8. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in

whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

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

10. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

11. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

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

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

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

default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

13. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

19. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

CORE Districts
1107 9th Street, Suite 500
Sacramento, CA 95814

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.

THIS AGREEMENT IS ENTERED INTO THIS 10TH DAY OF MAY, 2017.

DISTRICT:

CONTRACTOR:

By:

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business
Services

Title

5/9/2017

Board Approval Date

By:

Signature

Rick Miller

Printed Name

Executive Director

Title

47-3207203

Social Security or Taxpayer Identification

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

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Approval of Head Start Eligibility, Recruitment, Selection, Enrollment, and Attendance Policies and Procedures for 2017-18 Program Year

ITEM: Consent

SUBMITTED BY: Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Charlotte Ervin, Coordinator, Head Start

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Head Start Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) policies and procedures for the 2017-18 program year.

RATIONALE:

The Head Start program follows the Performance Standards 45 Code of Federal Regulation. Each year ERSEA service area plans, policies, and procedures must be reviewed and approved by the policy committee and Board. The Board's oversight and approval of procedures ensures that the program is providing services to the high-need families in Santa Ana, based on community assessment and the performance standards.

ITEM SUMMARY:

- Board of Education is the governing body of the Head Start Program.
- Required by the Head Start Performance Standards Appendix A and the Head Start Act, the Board is to annually review and approve procedures and criteria.
- To ensure the highest need population in Santa Ana is served by establishing enrollment priorities.

LCAP Goal 3: "All students and staff will work in a healthy, safe and secure environment that supports learning".

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the Head Start Eligibility, Recruitment, Selection, Enrollment, and Attendance policies and procedures for the 2017-18 program year.

EXECUTIVE SUMMARY

Pursuant to the Head Start Act 642(c) The Board must approve policies and procedures for procedures and criteria for recruitment, selection, and enrollment of children for the Head Start Program.

Head Start Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Policies and Procedures for the 2017-2018 School Year:

- **Intake and Eligibility:** Intake and Eligibility Procedures will ensure that all eligible applicants are considered for Head Start services. This procedure identifies the children and families in Santa Ana that are most in need of services.
- **Recruitment:** The recruitment process is designed to inform the most eligible families of Head Start services in order to provide them with the opportunity to apply for enrollment. All families with children age three to five have the opportunity to apply for program services. Recruitment efforts include automated phone messages announcing recruitment sent by elementary schools may be used in place of flyers as a recruitment strategy. In addition, media or social mediums such as the local public cable channel and email list serves will be used to promote recruitment. Staff at all levels will participate in local community events to distribute program literature and recruit families. In an effort to recruit homeless students, flyers will be submitted to the motels that are identified by the SAUSD McKinney-Vento Liaison as establishments where many district homeless families reside. Local shelters, trailer parks, and programs serving the homeless population will also be targeted.
- **Selection:** Santa Ana Unified School District (SAUSD) Head Start will determine the selection criteria according to the Community Assessment and Recruitment Plan. All eligible families will be selected according to the point ranking system in Child Plus as vacancies occur. Community Workers (CW) will verify that the information on page 1 of the application and all supporting documents parents submit are accurate by interviewing the parent and completing the second page of the application and the interview certification document. Moreover, the Head Start Coordinator, will monitor the agency 10% over income capacity. The Social Services Manager determines that if the agency is not at its 10% over income, the CW may enroll the family provided there are no other children on the waitlist who qualify with a higher eligibility rating.
- **Enrollment:** Head Start programs must consider all eligible applicants and have a formal process for establishing selection criteria for serving children and families. The policy was updated to include the new definition of enrollment as required by the Office of Head Start (OHS). Enrollment means a child has been accepted and attended at least one class before a child can be officially enrolled. The nurse must review all health documents. If a child has a health concern, then a case management meeting will be scheduled by the Coordinator to discuss the child's health status.
- **Attendance Monitoring:** Federal Performance Standards require Head Start programs to track daily attendance and analyze the causes of absenteeism when the monthly average daily attendance rate falls below 85%. Santa Ana Unified School District Head Start (SAUSD HS) strives to provide a consistent educational experience by ensuring required attendance. The community worker will provide support and resources to help the family improve the child's attendance when it falls below 85%.



Santa Ana Unified School District

Early Childhood Education
Head Start

Stefanie P. Phillips, Ed.D., Superintendent

Service Area Plans, Policies, & Procedures

SAPPP Subject	Recruitment	SAPPP #:	ER -1
Part:	1302.13	Approval Date:	3/24/16 5/09/17
Subpart:	A	Effective Date:	3/24/16 5/10/17
Section Title(s):	Eligibility, Recruitment, Selection, Enrollment, and Attendance Recruitment	Last Reviewed Date:	2/18/16 4/19/17
Related Performance Standard(s):	11302.13	Lead Responsibility:	Social Services Manager

(A) Policy:

Santa Ana Unified School District (SAUSD) Head Start program works to reach those families who are most in need of services. The recruitment process utilizes a variety of ways for contacting families to ensure the neediest children from low-income families are recruited for the programs.

(B) Rationale:

The recruitment process is designed to inform the most eligible families of Head Start services in order to provide them with the opportunity to apply for enrollment. All families with children age three to five have the opportunity to apply for program services.

(C) Responsibility:

Community Workers (CW), Education and Disabilities Coordinator, Social Services Manager (SSM), Lead Teacher, Parent Education Specialist, and all staff when needed.

(D) Procedure:

Recruitment is defined as "the systematic way in which a Head Start program identifies families whose children are eligible for Head Start services, informs them of services available, and encourages them to apply for enrollment in the program." [45 CFR 1305.2 (n); 1308.5 (b)].

The recruitment and service area of Santa Ana, California. Recruitment efforts will focus on the highest needs census tracts and their surrounding areas based on the agency's community assessment.

The Social Services Manager and Community Workers will facilitate the implementation of the recruitment plan to ensure that all Santa Ana parents

with children three to five with the greatest need, who could benefit from a Head Start experience, have an opportunity to submit a application.

Recruitment efforts occur continuously and applications are accepted throughout the year. Intensive recruitment efforts for the following school year will begin shortly after the last day to fill a vacancy for the current year has passed.

RECRUITMENT PLAN:

The SAUSD Head Start Program will implement the following procedures for recruitment of young children from income eligible families:

1. Recruitment notices in English and Spanish, will be sent home to parents currently enrolled in Head Start and to elementary schools within Santa Ana School District target areas. Automated phone messages announcing recruitment sent by elementary schools may be used in place of flyers.
2. The SAUSD Special Education Department will be contacted for referrals of children that are age eligible for the program year and who have an Individual Education Plan (IEP) in place prior to enrollment.
3. Community agencies (ie Regional Center, California Children's Services, or Child Protective Services) will be contacted for referrals of preschool age children who are disabled, homeless, or at risk.
4. Community centers located in target areas will be requested to distribute program related information and applications to residents in their neighborhoods.
5. Community agencies working with children and families at risk (e.g. Cal-Works, TANF, WIC Health Clinics, Shelters, Salvation Army, Santa Ana Social Security office, etc.) will be solicited for referrals to Head Start.
6. Notices in English and Spanish will be posted on bulletin boards in supermarkets, colleges, and small local neighborhood shops
7. Bilingual banners will be hung at Head Start recruitment sites.
8. Presentations describing program services and eligibility requirements will be presented at elementary school PTA meetings.
9. The Parent Education Specialist presents at parent meetings of elementary schools where Head Start programs are located.
10. Media or social mediums such as the local public cable channel and email list serves (ie, Help Me Grow) will be used to promote recruitment.
11. SSM, CW, Parent Education Specialist, lead teachers, teachers, and other Head Start staff will participate in local community events to distribute program literature and recruit families.
12. Flyers will be submitted to motels that are identified by the SAUSD McKinney-Vento Liaison as establishments where many district homeless families reside. Local shelters, trailer parks, and programs serving the

homeless population will also be targeted.

13. Staff will ensure a minimum of 10% of enrollment will be filled by children with disabilities who have a current Individual Education Plan (IEP) Staff will recruit children who have severe disabilities including children who have previously identified as having disabilities.

Forms:

Annual Recruitment Plan



Santa Ana Unified School District

Early Childhood Education
Head Start

Stefanie P. Phillips, Ed.D., Superintendent

Service Area Plans, Policies, & Procedures

SAPPP Subject	Selection	SAPPP #:	ER-2
Part:	1302	Approval Date:	3/22/16 5/09/17
Subpart:	A.	Effective Date:	3/22/16 5/10/17
Section Title(s):	Eligibility, Recruitment, Selection, Enrollment, and Attendance	Last Reviewed Date:	2/18/16 4/19/17
Related Performance Standard(s):	1302.14	Lead Responsibility:	Social Services Manager

(A) Policy:

Head Start programs must consider all eligible applicants and have a formal process for establishing selection criteria for serving children and families.

(B) Rationale:

Santa Ana Unified School District (SAUSD) Head Start will determine the selection criteria according to the Community Assessment and Recruitment Plan. All eligible families will be selected according to the point ranking system in Child Plus as vacancies occur.

(C) Responsibility:

Community Workers (CW), Social Service Manager (SSM), and Head Start Secretary

(D) Procedure:

SELECTION PLAN:

The intake, eligibility, and selection plan and procedure will ensure that all eligible applicants are considered for Head Start services. Santa Ana Unified School District Head Start will determine the selection criteria according to the Community Assessment and Recruitment Plan. **All eligible families will be selected according to the point ranking system at the beginning of the year and as vacancies occur.**

To meet the eligibility requirements, contained in Head Start Regulation 45 CFR 1305, all parents who express an interest in enrolling their child in Head Start will be referred to the community workers assigned to the center in the community in which the family resides. The first page of the application is to be completed by the parent with the assistance of the CW, if requested by the parent. The community worker will provide the parent with a list of documents and information that the parent is required to submit prior to determining eligibility. All eligible families will be selected according to the point ranking system.

1. The parent submits the completed first page of the application with all of the required documents. To verify that the information on page 1 of the application and all the supporting documents they submitted are accurate, the CW will interview the

parent and complete the second page of the application and the interview certification document. The parent will review it before they sign it. The CW will then submit the two-page application along with the required documents to the CW-Administration, whom will screen the application for enrollment eligibility using the following criteria:

A. Age Eligibility:

To be eligible for Head Start, a child must be at least three years old at the time of enrollment and no older than five on or before the local minimum age for admittance to kindergarten or transitional kindergarten (See SB 1381, Kindergarten Readiness Act of 2010). Exception: If a child turns 5 years old during the local minimum admittance period to be kindergarten or transitional kindergarten eligible and he/she is deemed not fit to enter such a grade by a school district Individualized Education Plan (IEP) team. The IEP team is to recommend for the child to attend pre-school in order for that child to be eligible for Head Start. Parents will be required to submit a copy of the child's birth certificate.

B. Income Eligibility:

1. The family income must meet current Federal Income Guidelines. Enrollment of families is based on verified income from the family with the lowest income given priority. Determination of income will be calculated using: 1040, W-2 forms, pay stubs, pay envelopes, written statements or employment verification forms from employers, a self declaration, or documentation showing current status as recipients of public assistance. Priority and exceptions to the income guidelines will be given if the family has been identified as homeless. Families who meet the eligibility criteria for services provided under the McKinney Veto Assistance Act (Title IX Part C. of the No Child Left Behind Act) are considered homeless. In this case, the income will not be requested nor calculated for the previous 12 months. The child will take priority over all others as long as they are age eligible.

2. Families receiving public assistance, even if the family income exceeds the poverty line, is considered low income and are eligible for services under 45 CFR Part 1305. Children in foster care are also Head Start eligible, regardless of family income. A child who is looked after by a person (foster home) or agency (group home) other than the parent by an order of the court or any other authority, without formal adoption, is considered a foster child.

3. The period of time to be considered for eligibility is 12 months immediately proceeding the month in which the application or reapplication, for enrollment of a child in a Head Start program is made, or for the calendar year immediately proceeding the calendar year in which the application or reapplication is made. Whichever more accurately reflects the family's current income is used.

4. The CW-Administration will complete the Income Eligibility Worksheet identifying which of these statements was examined to determine eligibility. All documentation will be maintained to verify that income verification has been made. A copy of the application, documents used to determine eligibility, and a copy of the Income

Eligibility Worksheet will be filed at the Head Start administration office.

5. Children from low-income families that meet the funded level of enrollment and children from families over the federal income guidelines may be considered for enrollment. However, a minimum of 90% of the children enrolled in the program will be low income eligible families.

C. Children with Disabilities

At least 10% of the funded enrollment will be available to children who have an IEP with a diagnosed disability. Children who have an IEP will be accepted within the required age limitations and may also be considered for enrollment:

- If the family is over the income guidelines;
- If they are three (3) years of age and have a certified disability
- (But only after all four-year-old children with disabilities have been enrolled).

D. Additional Criteria

Families with the greatest need, based on the eligibility criteria form (see attached), which can benefit the most from Head Start services, are first priority for enrollment.

CW are to consider the following factors for determining enrollment priorities of children who have an equal number of points on the Child Plus program:

- Enroll the child with the highest points in the income section which may indicate a severe financial crisis
- Enroll the child with the highest points in the social services section which may indicate the family is unstable, vulnerable, homeless and/or in crisis
- Enroll the child with the oldest birth date
- Enroll the child of a family on Cal-Works/TANF which indicates a high level of social service need

Once the 10% is met, then enroll the child with the highest points. If 10% is not met, enroll all children with disabilities before other A-D.

NOTE: If a family does not qualify for Head Start, they will be referred to one of the other preschool programs within the district or community.

These policies comply with Head Start Performance Standards: 45 CFR Part 1302.14 Eligibility, Recruitment, Selection, Enrollment and Attendance in Head Start, 1302.15-Age of Children and Family Income Eligibility, 1302.6 Selection Process, 1302.14 Enrollment and Reenrollment, the Head Start Act 2007-2008, McKinney-Vento Homeless Student Act.

E. Over Income Determination

1. Over-income children will be placed on the waiting list following any income-eligible children, and considered only if no income-eligible children are already on the waiting list. **The exception is if a child with a disability is over-**

income and SAUSD needs to fulfill the 10% disabilities mandate, then that child will take precedence over the income eligible child. Additionally, children and families that have been identified as homeless will be given a priority regardless of income status from the previous year.

2. During initial registration and throughout the year as vacancies occur, the CW will send the application to the CW- Administration. If the child is deemed over income, the CW-Administration must check with the SSM to be sure the agency has not reached it's 10% over income capacity. Over income slots are reserved for children with disabilities.
3. The Head Start Coordinator and Social Services Manager will check the monthly progress report and review the percentages of over income families currently enrolled.
4. If the SSM determines that the agency is not at its 10% over income, the CW may enroll the family provided there are no other children on the waitlist who qualify with a higher eligibility rating.
5. If there are children who qualify with a higher eligibility rating, and/or have a disability, those children will take priority over the child who is over income. These children must have an active IEP at the time of enrollment.

Forms

Eligibility Verification Form

Income Eligibility Worksheet



Santa Ana Unified School District

Early Childhood Education
Head Start

Stefanie P. Phillips, Ed.D., Superintendent

Service Area Plans, Policies, & Procedures

SAPPP Subject	Enrollment	SAPPP #:	ER-3
Part:	1302	Approval Date:	3/24/16-5/09/17
Subpart:	A.	Effective Date:	3/24/16 5/10/17
Section Title(s):	Eligibility, Recruitment, Selection, Enrollment, and Attendance	Last Reviewed Date:	2/18/16-4/19/17
Related Performance Standard(s):	13	Lead Responsibility	Social Service Manager

(A) Policy:

Head Start programs must consider all eligible applicants and have a formal process for establishing selection criteria for serving children and families.

(B) Rationale:

Santa Ana Unified School District will determine the selection criteria according to the Community Assessment and Recruitment Plan. All eligible families will be selected according to the point ranking system in Child Plus as vacancies occur.

(C) Responsibility:

Community Workers (CW), Community Worker-Administration, Social Services Manager (SSM), Head Start Secretary and Head Start Coordinator.

(D) Procedure:

CHILD PLUS TERMINOLOGY

Enrollment Date:

The date the child has been accepted and attended at least one class. ~~or has received at least one direct service while pending completion of necessary documentation for attendance in the center based on state and local licensing requirements.~~ This date will be entered into child plus when the child is assigned to a classroom by the community worker and attended class.

A direct service is defined as; conducting sensory or developmental screening conducting a home visit prior to entry, a face to face consultation with resources and a referral provided and documented follow up, a family attending orientation which includes pedestrian safety training , conducting an accommodation meeting with a parent, an FPA introduction with resources and referrals provided.

Enrolled but Excluded:

A child who has completed the enrollment packet but is missing required documentation prior to participation in the program. The File Checklist will be placed in each child's file. If the child is unable to begin classes, the File Checklist will indicate what the child needs prior to beginning class.

(Note: See required documentation section in the Child Center File Checklist)

Non-Scheduled Days:

Any day an enrolled child is not expected to attend.

Entry Date: ~~The date an enrolled child is on the class roster and scheduled to be in class for the first time. All developmental, health, and educational assessment timelines start from the~~ **entry date.**

A. Selection and Enrollment:

The funded enrollment level for Head Start will be maintained throughout the program year. When a vacancy becomes available, the vacancy will be filled by the community worker within 30 calendar days. Santa Ana Unified School District Head Start elects to not fill vacancies when 60 calendar days or less remaining in the program's enrollment year.

When an opening occurs, the community worker will take the following steps to ensure that the child with the highest priority is contacted and offered the program:

1. Check for enrolled children who wish to transfer into the center with the opening. (Enrolled children that want to transfer have priority). If an enrolled child wishes to transfer to another classroom or center, the CW will assist the guardian in completing the Guardian Request & Agreement to Transfer or Drop Their Child Form.
2. If there are no children that want to transfer, the CW is to run the priority wait list in Child Plus and identify the child with the highest priority points.
3. Once the child has been identified, the CW will make at least two attempts to contact the family via telephone within two business days.
4. If the family does not respond, the child will remain on the priority wait list for another selection cycle.
5. The CW will document the two phone calls on the enrollment notes section found in the enrollment tab of Child Plus . Child Plus enrollment notes, and copies of the Selection/Contact will be attached to the application and filed in the pending wait list file at the center.
6. When a family has accepted the program slot, the CW will document it in the enrollment notes section of Child Plus and schedule an appointment with the family. The CW will ask the family to bring the following enrollment documents to the appointment:
 - Physical Exam Form (if it wasn't submitted at the time of the application)
 - Allergies with medical proof.
 - Immunization/TB test (if it wasn't submitted at the time of the application)
 - Dental exam (if it wasn't submitted at the time of the application).
7. During the appointment, the CW will complete the following forms with the parent:
 - Review Application
 - Admissions Agreement
 - Acknowledgement of Forms required by Licensing

- Parent Directory Form
 - Parent Interest Survey
 - Parent/Guardian Permission Form for Use of Child's Photograph
 - Early Childhood Development & Health Services Student Emergency Information Card
 - Volunteer Clearance Form
 - Notification of Parent's Rights
 - Consent for Emergency Medical Treatment
 - Personal Rights
 - Health History
 - Caregiver Background Check
 - Enrollment and Attendance Policies
 - Food Substitution and Physician Request
 - Required Dental Exam
8. The CW will inform and provide the parent of any missing documents needed to continue the enrollment process and document this conversation into Child Plus. If there is a health, nutrition, or disability issue, identified on the Health History form, the CW will put a post-it flag on the issue listed on the Health History form and mark the area with a concern on the Service Delivery Documentation (SDD). Once the documents have been completed with the family, the CW will accept the child and enter the date, as well as any notes into Child Plus.
 9. A temporary file will be created by the CW and labeled with child's name, date of birth (DOB), and the name of the center the child will be attending.
 10. The Enrollment File Cover sheet will be attached to the temporary file. Health related documents will be sent to the Nurse for review.
 11. Nurse will review the health related documents. If a child has multiple concerns noted, health documents must go to the Head Start Coordinator to be discussed at case management after the health documents have been reviewed by the nurse.
 12. Once all the enrollment documents have been collected, with allergies and health concerns addressed by the nurse or Head Start Coordinator, the CW will verify receipt of all documents as they are completed using the Child's File Center Checklist.
 13. Once the Child's File Center Checklist has been completed the CW will inform the teacher/lead teacher letting them know the name of the child that has been accepted.
 14. CW-Administration stores all eligibility files at the Head Start administration office. An eligibility file contains the following:
 - Eligibility Verification Form
 - Income Eligibility Worksheet
 - Application (page 1 & 2)
 - Income document(s)
 - Birth certificate for the child applying and other dependent children in the family birth certificates which are used to determine family size. A tax form reporting dependents by names can also be used to determine family size.

- Public Assistance recipient document (if applicable)
- Foster document (if applicable)
- McKinney-Vento Questionnaire (if applicable)
- IEP (if applicable)
- Interview Certification

15. CW will assign the child to a class and mark the child enrolled in Child Plus, when the child has attended class. ~~using the enrollment date listed on the Child Center File Checklist.~~
16. The CW will review all documents in the enrollment folder to verify that all of the child's life-threatening health concerns have been addressed.
17. For students enrolled before the beginning of the school year, teachers will contact the family a minimum of two business days before the first day of school to notify them of their entry date and to schedule an orientation. For students enrolled during the school year, the CW will communicate with the teachers to schedule the orientation and entry date for the parent on the earliest date they have available.
18. The CW will enter the child's entry date, which is the day the child is expected to attend on the first day, into Child Plus.
19. The CW will create the child center file.

Forms

Service Delivery Documentation Sheet

Child Plus Enrollment Notes

Child Plus Participant Notes

Guardian Request & Agreement to Transfer or Drop Their Child



Santa Ana Unified School District

Early Childhood Education
Head Start

Stefanie P. Phillips, Ed.D., Superintendent

Service Area Plans, Policies, & Procedures

SAPPP Subject	Intake and Eligibility	SAPPP #:	ER-4
Part:	1302	Approval Date:	4/28/15–5/09/17
Subpart:	A	Effective Date:	4/28/15–5/10/17
Section Title(s):	Determining, verifying, and documenting eligibility	Last Reviewed Date:	2/18/16–4/19/17
Related Performance Standard(s):	1304.12 (a-m)	Lead Responsibility:	Social Services Manager

(A) Policy:

Intake and Eligibility Procedures will ensure that all eligible applicants are considered for Head Start services. This procedure identifies the children and families in Santa Ana that are in most need.

(B) Rationale:

Head Start eligibility will be determined based on age and income eligibility

(C)

Responsibility:

Community workers (CW), community worker administration, social services manager (SSM), Heads Start coordinator

(D) Procedure:

ChildPlus Related Terms and Definition:

"New": A child whose information is entered into Child Plus before their eligibility information has been verified. A child will remain as "New" in Child Plus until the family's eligibility documents (proof of income and proof of birth) have been verified.

"Wait List Date": When age and income eligibility has been verified, the child's enrollment priority is assessed and they are placed on the "Wait List."

Intake Procedure:

Eligible families with children ages 3-5 years must reside in Santa Ana, California. When a parent/guardian inquires about the Head Start program, the community Worker (CW) and/or any other staff member at the Head Start center or the Santa Ana Unified School District (SAUSD) Head Start administration office will assist the parent in completing an Application.

1. Staff will inform the parent or guardian that they need to provide verification of the following information:
 - age
 - income
 - immunization record
 - family size
 - IEP, if applicable

2. Staff will inform parents that they have the option of bringing information (age, income verification, immunization, family size, and applicable IEP } to an SAUSD Head Start center, SAUSD-Head Start administration office, or a designated meeting location can be arranged if needed.
3. Staff will also provide the parent or guardian with an application information sheet, that lists supporting documents that are need to be submitted along with an application, and inform them that a CW will be able to assist them.
4. When a family comes to a center to submit an application and supporting documentation (aka application packet), the CW will copy all supporting documentation and attach it to the application. CW will store all materials into a cabinet.
5. The CW will input application information into Child Plus creating "New" applicant entries within 2 working days after receiving an application packet from a parent.
6. After the CW has entered the application into Child Plus, they will submit the application packet to the CW-Administration on a weekly basis at the Head Start administration office..
7. The following documents must be present for the CW- Administration to receive an application packet from a CW:
 - Application
 - Copy of the birth certificate
 - Copies of birth certificates for all children in the family who are dependents or tax form reporting, by the name, the dependents.
 - Copy of the immunization card
 - Income verification
 - Proof of homeless documentation (if applicable)
 - Proof of foster care documentation (if applicable)
 - IEP (if applicable)
 - Interview Certification
8. Head Start administration office staff will contact all parents within 3 working days after eligibility is determined to notify them if their child was eligible or not for the program. ..

A copy of the eligibility application shall be kept in a separate file at the Head Start center and administration office..

Eligibility Procedure:

The CW will review age and income documentation and enter data into Child Plus within 2 working days of receipt. The CW-Administration will determine age and income eligibility based on the following:

Age Eligibility:

To be eligible for Head Start, a child must be at least 3 years old at the time of enrollment and no older than five on or before the local minimum age for admittance to kindergarten or transitional kindergarten. Exception: If a child turns 5 years old during the local minimum admittance period to be kindergarten or transitional kindergarten eligible and he/she is deemed not fit to enter such a grade by a school district Individualized Education Plan (IEP) team. The IEP team is to recommend for the child to attend pre-school in order for that child to be eligible for Head Start.

Age verification of the child:

Staff must verify the age of the child by examining one of the following:

- Certified birth certificate
- Health Department certificate
- Other documentation may be acceptable with the approval of the Head Start Coordinator and Social Services Manager
- A copy of the verifying document will be attached to application and originals will be returned to parent or guardian.

Income Eligibility:

- a. When computing family income, CW-Administration will use the 12 month period immediately preceding the month in which application for enrollment in Head Start is made. For example, if the family is applying in July, the community worker administration will use the income from June of that year to June of the prior year. Alternatively, community worker administration can use the calendar year immediately preceding the calendar year in which the application is made.
- b. Calculation of income is to be completed by the CW-Administration on the Head Start Income Eligibility Work Sheet Form.
- c. CW-Administration will check income against the current Head Start Income Guidelines. (Note: A family may exceed the Health and Human Services (HHS) Poverty Guidelines, yet be eligible for the program due to public assistance or foster care and adoption payments. A family may also exceed the HHS Poverty Guidelines and yet be eligible for the Head Start program, if a child has a current IEP according to the agency's recruitment plan. In addition, for purposes of determining eligibility to participate in Head Start programs, the income of same-sex spouses shall be considered part of a family's income and the same-sex spouse shall be included in the number of people in a household. Head Start recognizes marriages between individuals of the same sex who are lawfully married under the law of a state, territory, or foreign jurisdiction, as long as it would be recognized in at least one state, regardless of the state in which the couple resides.

- d. If child has an IEP, the CW-Administration will make a copy of the IEP and any other supporting documentation and will place copies in the disabilities/education coordinator's mailbox at the Head Start administration office for review. The Head Start Eligibility Verification Worksheet Form serves as proof of income eligibility and will be kept on file at the Head Start administration office. Copies of income verification documentation are to be kept.
- e. If an over income family does not meet any of the exception criteria, the CW or staff will refer them to another community preschool program.

Verification of Income:

As part of the application and selection process, the program must verify family income before determining the child is eligible. The CW will verify the income by examining any of the following:

- Individual Income Tax form 1040
- W-2 forms
- Pay stubs
- Written statements or employment verification forms from employers
- Documentation showing current status of public assistance
- Self-declaration (Note: Parents that are unable to provide any of the official documentation of income, such as day laborers, will be asked to complete a statement self-declaring income that is signed under penalty of perjury).

5. Additional Eligibility Factors:

Verification of the following information may influence the selection process based on the Head Start selection criteria matrix:

- Legal documents of custody or guardianship
- Referrals from other agencies e.g., MOU with Early Head Start, Regional Center, school districts, CCS, SSA, or CHDP.
- Documentation of receipt of assistance such as SSI or receipt of foster care

Priority Wait List:

1. When the child is determined to be eligible, the CW-Administration determines the selection criteria points based on the Head Start Selection Criteria Matrix. The criteria points will be entered into Child Plus and written on the application. The CW-Administration will change the status of the child from New to Waitlist in Child Plus. Child Plus will then rank the child on the Priority Wait List.
2. Once a child is wait listed, the CW-Administration, Head Start Secretary, or site clerk will call the family regarding the status of their application ~~within 3 working days~~ of being placed on the Priority Wait List.

Note: If the family expresses an immediate need or emergency during the intake and eligibility process, center staff or CW will refer them to outside resources and/or refer them to in-house services immediately. All services

provided will be documented on the SDD and in Child Plus.

Forms

Application
Eligibility Verification Form
Income Eligibility Verification Worksheet
Application Information Sheet
Self Declaration Income Certification
Employer or Job Training Verification Form
McKinney-Vento Questionnaire
Service Delivery Documentation (Pg 1)
Service Delivery Documentation (Pg 2)
Child Plus Participant Notes
Eligibility Verification Worksheet form
Head Start Selection Criteria
Application Status Letter
Child Plus Priority Wait List
Interview Certification

Enrollment Packet

SAUSD Center File Checklist
Physical Examination
Required Oral Examination Form
Parent & Personal Rights-English
Acknowledgement of Forms Required by Licensing
Parent Directory
Parent Guardian Permission Form for use of child's photograph
Immunization Record
California School Immunization Record (blue card)
Student Emergency Information Card
Admissions Agreement
Health history
Family Partnership Agreement Plan
Volunteer Clearance Form



Santa Ana Unified School District

*Early Childhood Education
Head Start*

Stefanie P. Phillips, Ed.D. Superintendent

Service Area Plans, Policies, & Procedures

SAPPP Subject	Attendance Monitoring	SAPPP #:	ER-5
Part:	1302	Approval Date:	3/24/16 5/09/17
Subpart:	A	Effective Date:	3/24/16 5/10/17
Section Title(s):	Eligibility , Recruitment, Selection, Enrollment, and Attendance	Last Reviewed Date:	2/18/16 4/19/17
Related Performance Standard(s):	1302.16 (A) (1) (2) (3)	Lead Responsibility:	Social Services Manager

(A) <u>Policy:</u>	Federal Performance Standards require Head Start programs to track daily attendance and analyze the causes of absenteeism when the monthly average daily attendance rate falls below 85%. Santa Ana Unified School District Head Start (SAUSD HS) strives to provide a consistent educational experience by ensuring required attendance.
(B) <u>Rationale:</u>	Children enrolled in Head Start programs are expected to attend school on a consistent basis. Teachers, community workers, and lead teachers are expected to encourage parents/guardians to bring their children to school at least 85% of the scheduled school days per month. Staff will provide support and resources when necessary to assist parents/guardians in bringing their child to school regularly.
(C) <u>Responsibility:</u>	Social services manager (SSM), coordinator, assistant coordinator of education and disabilities, secretary, lead teacher, teacher, and community worker (CW).
(D) <u>Procedure:</u>	<p>Parents must sign in and out on the Sign-In/Out sheet each day. They must also include the time that the child arrives and departs. The teacher in each class will monitor to ensure that parents/guardians sign in and out on a daily basis.</p> <ul style="list-style-type: none">• The parent/guardian is expected to call the CW if the child cannot attend school and give a reason for the absence.• The CW will record the specific reason for absence i.e., fever, ear infection, family illness etc., on the Child Plus Daily Attendance and Meals Worksheet.• The Daily Attendance Sheets are turned into the CW-Administration at the Head Start administration office weekly. The Daily Attendance Sheets are reviewed daily by the CW. <p>Initial steps to follow in case of absence</p> <p>When a parent does not call in the absence a community worker will call the family, on the same day of the absence, to obtain the reason for the absence.</p>

If the parent is unable to be reached, the CW will continue to attempt phone contact for three consecutive school days. They will call numbers on the emergency card to attempt to locate the parent. The attempts to contact will be documented on the Daily Attendance and Meals Worksheet which the CW will store. The teacher or lead teacher shall inform the CW of any absences exceeding three days.

If contact is not made by the fourth day, the following steps will be taken:

1. The CW will conduct a home visit to attempt to contact the family. If contact is made with the family, the CW will try to determine the reason(s) for the child not attending and offer assistance. If necessary, the CW will provide support and resources to help improve the child's attendance. If a parent is not home, the CW will leave a Failure to Contact Letter requesting the parent contact them within 3 calendar days or otherwise, their child may be dropped from the program. The home visit contact and the specific reason for absence i.e. fevers, ear infection, family illness etc., will be documented on the Daily Attendance and Meals Worksheet and Child Plus.

If contact is not made by the seventh day, the following steps will be taken:

1. The CW will notify the SSM of the intent to drop the child. The SSM will assign a drop date to the child and the CW will process the child's file as a termination.
2. The SSM will enter the termination dates and reasons for termination into Child Plus within two working days.

If a child shows below 85% attendance for one month, the following steps will be taken:

1. The CW will generate an individual attendance report at the end of each month.
2. The teacher and/or CW will schedule a conference or home visit with the parent to discuss the importance of attendance for the child to benefit from the program. The home visit/conference contact will be documented into Child Plus. Child Plus notes will be included in the file.
3. If the teacher and/or CW identify concerns or barriers that the parent is experiencing, the CW will attempt to assist the parent and document any assistance into Child Plus and/or Family Partnership Agreement. If applicable, the CW may make a referral request for services, as necessary. All community referrals will be documented on the FPA Assessment Timeline and Child Plus. The CW will involve the SSM, as necessary for support and guidance.
4. If after a month, attendance still remains sporadic, the CW will notify the SSM. The family will be discussed at a case management team meeting which will consist of appropriate managers, coordinators, and staff to determine a plan for the family to improve the child's attendance.
5. If the family notifies the teacher or CW that the child will be absent for 10

days, consecutively, due to illness, vacation, parental visitation etc.:

- The teacher/CW will notify the SSM in order to obtain a determination if the child will remain enrolled.
- The family will complete a Limited Leave Request.
- Extensions beyond the 10 consecutive days must be submitted to the social services manager for review and approval.

Recording Attendance and Absences

The CW will submit the Daily Attendance Sheets on a weekly basis to the CW-administration who will input attendance and absences into the Child Plus Data Base Management System. The teachers are to complete attendance sheets daily and turn them in at the end of each month.

Entering attendance in Child Plus:

1. When you first log in, click on *Attendance*.
2. Click on *Individual Attendance & Meal Counts*.
3. Use the *Site* drop-down menu to select which site you wish to record attendance.
4. Use the *Classroom* drop-down menu to select which classroom you wish to record attendance.
5. Use the *Attendance For* drop-down menu to select which date you wish to record attendance.
6. Click *OK*.
7. All children enrolled in the class will appear. All children are defaulted as present. Record absences only. If there aren't any absences, go to step 12.
8. To record an absence, click on the child's name. The child's row will be highlighted in blue. Under the *Attendance* column, click on the drop-down menu for that child (next to the "P"). Click on *Absent*.
9. If the child is on a modified schedule and doesn't attend 5 days per week, click on *Not Scheduled* for the days the child is not scheduled to attend.
10. Under the *Absence* column, click on the drop-down menu to select the reason for the child's absence, if known.
11. Repeat steps 8-10 to enter attendance information for each absent child in that class.
12. When you finish the attendance information for that class, click *Save*.
13. On holidays or non-student days, repeat steps 1-6. On the bottom right-hand corner, click on the *Classroom Status* drop-down menu to select the reason for "no class" on that day.

Attendance Monitoring

- For center-based programs, an Average Daily Attendance (ADA) Report will be generated from Child Plus and submitted to the Head Start coordinator for review and signature monthly. The Head Start coordinator will compare the Sign-In/Sign-Out sheets with the ADA report to verify accuracy on a monthly basis. The community worker-administration will generate a monthly ADA report for each center and give it to the SSM/Head Start coordinator to verify ADA is at or above 85%.
- If a plan of action is necessary, the SSM will involve all applicable managers/coordinators in the development and implementation of the action

plan.

- On-going concerns are shared with the Head Start coordinator monthly for review and plan of action, if necessary.

The Monthly Progress Report, which includes ADA information, is shared with the governing bodies.

Attendance For Children With Disabilities

Children may spend part of the day in Head Start and part in a specialized program, such as, a special day class at the School District or Braille Institute. They may attend Head Start four days a week or on specific days of the week. The amount of time spent in the program is flexible and is determined by the needs of the child and the Individualized Education Plan (IEP).

Attendance options can be determined during the IEP. If the child enters with an IEP, and program staff was not in attendance for the IEP, a meeting will be held before or after enrollment as needed. The decision about attendance is based on what is in the best interest of the child and, as determined, by the IEP team. The decision on attendance days and time is documented and included in the child's center file.

Forms:

Daily Attendance Sheets

Daily Attendance and Meals Worksheet

Service Delivery Documentation Sheet

Child Plus Participant Notes

Family Partnerships Agreement Eng-Span

Limited Leave Request

Sign-in/Out Sheet

Failure to Contact Letter



Santa Ana Unified School District Head Start

2017-2018 Head Start Selection Criteria (3 to 5yrs old)

INCOME OR CATEGORICAL ELIGIBILITY STATUS

Child Plus Code	CATEGORICALLY ELIGIBLE (If more than one category applies, highest points supersedes.) If a family is Categorically Eligible, income does not apply and should not be verified.		
	HMLS	400	Homeless
	FOST	135	Foster (i.e., Foster Group, Foster Home, SS Placement)
	PAR	100	Public Assistance Recipient (i.e., Cal WORKS-TANF, SSI)
	OR INCOME ELIGIBLE (Please select ONLY ONE alternative.)		
	-100%	60	Low income 75-100% below poverty guidelines
	-74%	50	Low income 50 – 74% below poverty guidelines
	-49%	40	Low income 25 – 49% below poverty guidelines
	-24%	30	Low income 0- 24% below poverty guidelines
	+24%	20	Mid-income 1- 24% of 130% poverty guidelines
	+49%	15	Mid-income 25- 49% of 130% poverty guidelines
	+74%	10	Mid-income 50-74% of 130% poverty guidelines
	+100%	5	Mid-income 75-100% of 130% poverty guidelines
	+101%	0	Over-income 101% and over poverty guidelines

PARENTAL STATUS

Child Plus Code	FOST GRP	50	Group Home (e.g., Olive Crest, Orangewood)
	FOST HOME	40	Foster Home
	RC	40	Relative Care (e.g., Grandparents)
	ONE	30	One Parent
	TWO	15	Two Parents

DISABILITY (Please select ONLY ONE alternative.)

Child Plus Code	IEP	75	Diagnosed Disability (Diagnosed with IEP)
	NON	0	No Disability

AGE (Please select ONLY ONE alternative)

Child Plus Code	EHS Trans	50	Transitioning EHS child (Including RCCC children)
	#yr#m	40	4 years, 6 months-compulsory school age (Dec. 3 rd)
	#yr#m	30	4 years, 0 months- 4 years, 5 months
	#yr#m	15	3 years, 6 months- 3 years, 11 months
	#yr#m	10	3 years, 0 months – 3 years, 5 months

ADDITIONAL FACTORS (If more than three apply, please select the three highest points.)

Child Plus Code	TP	50	Teen Parent (at application date)
	NI	40	No Income
	IHSSA	30	In-Home Care (Social Services Supervision)
	NEPC	20	Non-English Proficient Child
	LTDP	10	Long-term Disabled Parent
	SSR	10	Social Service Agency Referral

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Acceptance of Specialized Secondary Programs Grant for May 10, 2017 through June 30, 2018

ITEM: Consent

SUBMITTED BY: Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Don Isbell, Director, Career Technical Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of the Specialized Secondary Programs (SSP) grant, through the California Department of Education, for Santa Ana High School for May 10, 2017 through June 30, 2018. The SSP grant will provide \$35,000 in funding for planning a Career Technical Education (CTE) Aspiring Music Professional sequence of courses at Santa Ana High School.

ITEM SUMMARY:

- The SSP grant will provide a \$35,000 planning grant
- The two-course sequence is being developed for a cohort of 35-40 students for the fall of 2018
- SAUSD will have the opportunity to apply for an implementation grant at the conclusion of this planning grant.

RATIONALE:

This planning grant will be for developing the music program at the San Arts Conservatory at Santa Ana High School. The SSP grant will provide Santa Ana High School faculty the opportunity to develop a new CTE two-course sequence in instrumental music. The first course will be the Music Foundations and Technology which will be implemented in the fall of 2018. The second course being developed is called The Business of Music, Composition, and Performance and which will be implemented in the fall of 2019. This new two-course sequence will further support the development of K-14 College and Career Pathways in the Santa Ana Unified School District.

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

FUNDING:

Specialized Secondary Programs Grant: \$35,000

RECOMMENDATION:

Accept the Specialized Secondary Programs grant for May 10, 2017 through June 30, 2018.

AJ:DI:mo

RECEIVED

MAR 14 2017

Grant Award Notification

GRANTEE NAME AND ADDRESS				CDE GRANT NUMBER			
Dr. Stefanie Phillips, District Superintendent Santa Ana High School 1601 East Chestnut Avenue Santa Ana, CA 92701				FY	PCA	Vendor Number	Suffix
				16	23112	6667	01
Attention Dr. Stefanie Phillips, District Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office				Resource Code		Revenue Object Code	
Telephone 714-558-5523				7370		8590	
Name of Grant Program Specialized Secondary Programs: Cohort 4 Planning						INDEX	
						0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$35,000		\$35,000		05/01/2017	06/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
<p>I am pleased to inform you that you have been funded for the Aspiring Music Professional Sequence at Santa Ana High School.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Juan Delgado, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Tony Quirarte				Job Title Education Programs Consultant			
E-mail Address tquirarte@cde.ca.gov					Telephone 916-319-0388		
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tom Torlakson</i>					Date March 7, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Tina Douglas				Title Assistant Superintendent, Business Svcs.			
E-mail Address tina.douglas@sausd.us					Telephone (714) 558-5895		
Signature ▶ <i>Tina Douglas</i>					Date 3/15/17		

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Approval of Memorandum of Understanding with Kaiser Entities to Provide Influenza Vaccines to Students for July 1, 2017 – December 31, 2017**

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 the agenda item is to seek Board approval of a continuing Memorandum of Understanding with Kaiser Entities, which includes Kaiser Foundation Hospitals and Southern California Permanente Medical Group, to provide school-based influenza vaccines to our elementary students at no cost. This program will provide voluntary flu vaccines to all of elementary school students. Kaiser provides the vaccines, associated supplies, and personnel, and SAUSD agrees to provide a clinic location at each elementary school. All children at elementary schools will be given the opportunity to receive the vaccine with parental consent, but participation is strictly voluntary.

ITEM SUMMARY:

- Contract Starts: July 1, 2017
- Contract Ends: December 31, 2017
- All elementary school students will be offered flu vaccine.
- No cost to District.
- Requires parental consent, but participation is strictly voluntary.

RATIONALE:

School-aged children are the most important vector for community transmission of influenza. By providing school-based flu vaccine clinics at elementary schools, larger numbers of school - aged children will be vaccinated leading to decreased absenteeism and increased seat time and learning. An additional benefit is protection of the community at large through the vaccination of school-aged children.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memorandum of Understanding with Kaiser Entities to provide influenza vaccines to students for July 1, 2017 – December 31, 2017.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and among the Santa Ana School District ("District"), on the one hand, and Kaiser Foundation Hospitals, a California nonprofit public benefit corporation ("KFH") and Southern California Permanente Medical Group, a California partnership ("Medical Group"), on the other hand. KFH and Medical Group are sometimes collectively or individually referred to herein as the "the Kaiser Entities." The purpose of this MOU is to memorialize the parties' respective obligations and the terms and conditions under which the Kaiser Entities will facilitate the onsite administration of influenza vaccines for District students at schools or other facilities within the District.

1. **Term.** This MOU shall be effective beginning June 1, 2017 and will remain in effect through December 31, 2017 unless earlier terminated as provided in this section. Any party may terminate this MOU (i) without cause upon thirty (30) days' prior written notice of termination to the other party or (ii) immediately upon notice if the other party breaches any of its obligations under this MOU in any material respect.
2. **Services.** The Kaiser Entities will provide or arrange for the administration of influenza vaccine and perform certain administrative and promotional services in connection therewith (collectively, the "Services") at the District's facilities to students who are enrolled in District schools or programs ("Students"), whom the District has confirmed have requested and been given parental or guardian consent to receive the Services, on dates and at times to be mutually agreed upon by the Kaiser Entities and District.
3. **Qualifications.** The Kaiser Entities will ensure that the individuals providing the Services are qualified to do so.
 - a. All personnel assigned by the Kaiser Entities to deliver Services hereunder shall be appropriately licensed as may be applicable, or shall be otherwise permitted by law to provide such Services.
 - b. The Kaiser Entities will ensure that all personnel involved in delivering the Services are appropriately supervised to the extent required by applicable law.
4. **Obligations of the Kaiser Entities**
 - a. Except as otherwise specified herein, the Kaiser Entities will supply or arrange for all equipment and personnel necessary to deliver Services. The District hereby expressly acknowledges and agrees that the Services do not include the Kaiser Entities' provision of influenza vaccine stock to any Student who is not a current member of Kaiser Foundation Health Plan, Inc.
 - b. The Kaiser Entities will be responsible for proper and lawful disposal of medical waste and disinfection at the facility following the vaccination clinic such that, following the completion of each delivery of Services, the school facility will be restored to the same level of safety for use as a school facility as existed prior to the delivery of Services.

- c. The Kaiser Entities will be available on each Services delivery date to respond to any parent and school staff questions regarding administration of vaccine, contraindications, side effects, and medical errors prior to the delivery of Services.
5. **Application and Permission Documentation.** As directed by the District, the Kaiser Entities will furnish the District and/or school administration with a sufficient number of consent forms, vaccination questionnaires and/or similar paperwork for Students and Students' parents or guardians (as applicable) to complete as necessary to authorize the provision of Services. The District shall be responsible for obtaining completed and signed consent forms and questionnaires from the parent(s) or guardian(s) of each Student presenting for Services, and the Kaiser Entities, in their sole discretion, may refuse to provide Services to any Student for whom a complete, accurate and valid consent form, questionnaire or other required information is not furnished or is not satisfactory or if the vaccine is medically contraindicated.
6. **District's Obligations.** The District will facilitate delivery of the Services by:
- a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the Services.
 - b. Distributing printed information, contraindication and consent forms, questionnaires and/or similar paperwork provided by the Kaiser Entities sufficiently in advance of each Service delivery date. The District will instruct Students' parents or guardians to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information.
 - c. Ensuring that appropriate personnel at each District facility will collect completed consent forms, contraindications, questionnaires and all other required information from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to the Kaiser Entities as far in advance of the service delivery date(s) as reasonably possible, but in no case fewer than 5 days prior to each scheduled date of delivery of Services. District or school personnel will collect and deliver paperwork to the Kaiser Entities in a manner that protects the confidentiality of this information consistent with all applicable laws.
 - d. Allotting usable space accommodations in and access to the District school or facility on each service delivery date that is sufficient for the Kaiser Entities to furnish the Services in an appropriately secure setting.
 - e. Assisting as needed in the transport of Students to and from their classroom and the Services delivery location, including ensuring that each such Student has provided a valid consent form, questionnaire and any other required information or documentation prior to allowing such Student to be transported (with or without assistance) to the Services delivery location.
 - f. Cooperating with the Kaiser Entities management and staff to accomplish the objectives of this MOU.

7. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Kaiser Entities who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
8. **Payment.** Other than as may be expressly set forth herein, neither the District nor the Kaiser Entities shall be entitled to compensation from the other, and each will bear its own costs, in connection with the performance of this MOU. The Kaiser Entities hereby acknowledge that the District will not pay the Kaiser Entities for Services.
9. **Insurance.** Each party shall procure and maintain, at its own expense and for so long as it shall have obligations hereunder, such insurance (or a program of self-insurance) in such forms of coverage and amounts as are sufficient to insure its operations and protect and/or indemnify the other party as required under this MOU.
10. **Indemnification.**
 - a. To the fullest extent permitted by law, the District will defend, indemnify, and hold harmless the Kaiser Entities and their respective agents, contractors, affiliates, subsidiaries, volunteers, employees, and governing board members (collectively, the "Kaiser Parties"), from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising out of the willful misconduct or negligent acts or omissions of the District or its agents, contractors, employees or Students in connection with its performance or failure to perform under this MOU, except to the extent arising from the sole negligence or willful misconduct of the Kaiser Parties.
 - b. Neither termination of this MOU nor completion of the acts to be performed under this MOU shall release any party hereto from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.
11. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and all applicable federal and state health information laws and regulations concerning health care privacy and the security of personal information or related to the confidentiality of pupil or medical records. The parties hereby agree that if, at any time after the execution of this MOU, KFH or Medical Group is required by a regulator or law to cease offering Services or to modify the Services, this MOU shall be terminated (if necessary) or amended to conform to such law or regulatory directive, and the parties shall meet and confer to determine whether to modify their performance of this MOU to so conform or to terminate this MOU (or permit its expiration, as applicable), pending the potential execution of a written amendment to this MOU.
12. **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Kaiser Entities for the sole purpose of rendering the Services to District

Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.

13. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.
14. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and the Kaiser Entities is strictly that of independent contractors with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, partner, joint venturer, associate, or employer-employee between the Kaiser Entities and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
15. **Nondiscrimination.** Neither the District nor the Kaiser Entities shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.
16. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other parties.
17. **Entire Agreement.** This MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.
18. **General Provisions.**
 - a. As applicable, KFH's performance of its obligations under this MOU shall be consistent with its charitable purposes. Nothing in this MOU shall be construed to obligate KFH or any of its affiliates to take any action inconsistent with its charitable purposes.
 - b. Except as otherwise stated herein, any public announcements through press releases, media advisories or other similar means regarding this MOU or the work of the parties hereunder shall require the prior written approval of all parties hereto prior to such announcements. Unless otherwise agreed in writing, this MOU shall be maintained as confidential by all parties.
 - c. Except in furtherance of the purposes of this MOU (and specifically with respect to flyers, banners and other awareness communications), neither party will use the names, logos, trade dress or trademarks of the other party or its affiliates or related entities, without the prior written consent of the other party.

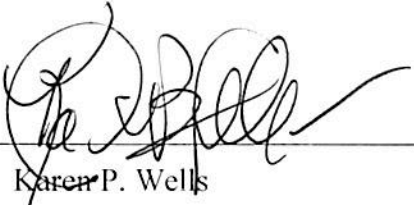
- d. The parties acknowledge and agree that the relationship being created by this MOU shall be of "non-exclusive" nature. Accordingly, the parties agree that each shall have the right to enter into such other agreements, contracts, arrangements and understandings of any nature whatsoever, with one or more third parties, whether or not the goods or services to be provided by such third parties are of a kind which are the same or similar to those being provided by either party hereunder.
- e. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing in this MOU, expressed or implied, is intended to confer upon any person other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this MOU.
- f. This MOU shall be governed by the substantive laws of the State of California, which shall prevail in the event of any conflict of law.
- g. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU. Electronic or facsimile signatures shall have the efficacy of an original.

[Remainder of page is intentionally blank. Signatures appear on the next page.]

KAISER FOUNDATION HOSPITALS,

a California non-profit public benefit
corporation

By: _____

Name:  Karen P. Wells

Title: Vice President

Network Development &
Administration Southern California

Dated: _____

4/28/17

DISTRICT:

Santa Ana Unified School District

By: _____

Name: _____

Title: _____

Dated: _____

SOUTHERN CALIFORNIA

PERMANENTE MEDICAL GROUP,

a California partnership

By: _____

Name:  Kathy Kigerl

Title: Regional Chief Administration Officer

Dated: _____

4/28/17

AGENDA ITEM BACKUP SHEET

May 9, 2017

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 student's IEP.

ITEM SUMMARY:

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

Student #342164 moved from another school district while attending a nonpublic special education school that was required to address his social emotional and behavioral needs. Education Code requires school districts to offer a similar placement, which is the nonpublic special education school recommended by his IEP team that is closer to student's current residence in SAUSD.

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.

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

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

FUNDING:

Special Education: Not to exceed \$ 11,148

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

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

Board Meeting: May 9, 2017

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
342164	\$11,148	Rossier Park Jr./Sr. High School

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of March 29, 2017 through April 18, 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 March 29, 2017 through April 18, 2017
- Board Policy 3300
- Education Code 17604

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of March 29, 2017 through April 18, 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 March 29, 2017 through April 18, 2017.

TD:jg:mm



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: April 19, 2017

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

From: Tina Douglas, Assistant Superintendent, Business Services

Subject: Purchase Order Summary: From 29-MAR-2017 through 18-APR-2017

Fund 01	21st Century ASSETS (roll-up 4124)	\$ 25,383.58
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$ 24,804.26
Fund 01	AVID-OCDE Destination Graduation-High Schls	\$ 2,852.00
Fund 01	Beginning Teacher-BTSA	\$ 1,454.63
Fund 01	California Career Pathways Trust	\$ 7,977.97
Fund 01	Carl D Perkins Section 131 Career and Technical Education act of 1998	\$ 1,899.61
Fund 01	Cell Leases-Facilities	\$ 4,791.99
Fund 01	Communication Studies (Speech and Debate)	\$ 2,928.99
Fund 01	Department of Rehab: Workability II, Transition Partnership	\$ 1,145.95
Fund 01	Donations (Miscellaneous)	\$ 19,505.49
Fund 01	E-Business Academy [0473] CHS	\$ 31.19
Fund 01	Education Academy [0434] CHS	\$ 7,486.66
Fund 01	Fund 01 General Fund	\$ 479,788.67
Fund 01	Fundraiser (Non ASB-PTA Deposits)	\$ 4,348.64
Fund 01	Head Start	\$ 8,611.90
Fund 01	Homeless Children Education Grants	\$ 60.00
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$ 317,846.14
Fund 01	IASA: Title I Even Start Migrant Ed MEES	\$ 1,835.92
Fund 01	IASA: Title I Migrant Ed Regular Program	\$ 5,023.10
Fund 01	Kinder Readiness Program II	\$ 2,600.00
Fund 01	LCFF-Supplemental/Concentration	\$ 69,810.10
Fund 01	Medi-Cal Billing Option	\$ 10,897.18
Fund 01	NCLB: Title I, School Improvement Grant QEIA	\$ 485.12
Fund 01	NJROTC	\$ 290.00
Fund 01	One-Time Discretionary Funds	\$ 222,880.95
Fund 01	Ongoing & Major Maintenance Account	\$ 314,990.51
Fund 01	Positive School Climate Model	\$ 446.37
Fund 01	Pupil Transportation (7230/7240)	\$ 3,972.71
Fund 01	SA Public Schools Foundation (SAPSF) Check	\$ 103.55
Fund 01	Saturday Attendance Recovery Program (WIN)	\$ 15,434.25
Fund 01	Special Ed: Mental Health Services	\$ 5,503.00
Fund 01	Special Ed: Workability I LEA	\$ 390.00
Fund 01	Special Education	\$ 23,303.37
Fund 01	Title I, Core Set Aside	\$ 175.00
Fund 01	Title II-Part A Improving Teacher Quality	\$ 6,843.38

BOARD OF EDUCATION

John Palacio, President • Valerie Amezcua, Vice President
Cecilia "Ceci" Iglesias, Clerk • Alfonso Alvarez, Ed.D., Member • Rigo Rodriguez, Ph.D., Member

Fund 01	Two-Way Digital ITFS Licensee Revenue	\$ 51,408.30
Fund 01	Unrestricted - CalSafe (6091/6092)	\$ 2,633.06
Fund 01	Unrestricted - Regional Occupational Center ProGRAM (ROC/P 6350)	\$ 13,986.89
Fund 01	Unrestricted Discretionary Accounts	\$ 166,663.21
Fund 01	WASC (was FdRes 010031)	\$ 1,220.00
Grand Total:		\$ 1,831,813.64

Fund 09	Fund 09 Before and After School Learning & Safe Neighborhood Partnerships	\$ 1,072.27
Fund 09	Fund 09 One-Time Discretionary Funds	\$ 232,461.22
Grand Total:		\$ 233,533.49

Fund 12	Child Development: CA State Preschool Program	\$ 1,860.16
Fund 12	Child Development: CA State Preschool Program QRIS Block Grant RFA	\$ 1,150.26
Grand Total:		\$ 3,010.42

Fund 13	Child Nutrition: School Programs	\$ 2,852,270.72
Grand Total:		\$ 2,852,270.72

Fund 14	Fund 14 Deferred Maintenance Fund	\$ 772,770.31
Grand Total:		\$ 772,770.31

Fund 25	Fund 25 Redevelopment Agency (RDA) Funds	\$ 1,000.00
Grand Total:		\$ 1,000.00

Fund 40	Fund 40 Kitchen Remodeling	\$ 3,593,077.00
Grand Total:		\$ 3,593,077.00

Fund 56	QZAB Solar Energy (eff 2014-15)	\$ 576,752.50
Grand Total:		\$ 576,752.50

Fund 81	Fund 81 Property & Liability	\$ 2,240.23
Grand Total:		\$ 2,240.23

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

Fund 01

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
359600	29-Mar-2017	UNITED WATER WORKS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 345.99
359601	29-Mar-2017	NEW HORIZONS CONTRACTING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 9,201.86
359602	29-Mar-2017	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	LOWELL ELEMENTARY SCHOOL	\$ 626.56
359603	29-Mar-2017	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 521.25
359605	29-Mar-2017	LAKESHORE LEARNING MATERIALS	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 81.80
359607	29-Mar-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 37.59
359608	29-Mar-2017	AZUCENA SALAZAR	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 4,000.00
359610	29-Mar-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 204.68
359611	29-Mar-2017	UNIVERSAL STUDIOS	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 4,229.58
359611	29-Mar-2017	UNIVERSAL STUDIOS	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 4,229.58
359611	29-Mar-2017	UNIVERSAL STUDIOS	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	\$ 4,230.85
359612	29-Mar-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	LINCOLN ELEMENTARY SCHOOL	\$ 831.23
359613	29-Mar-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LINCOLN ELEMENTARY SCHOOL	\$ 1,027.42
359614	29-Mar-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LINCOLN ELEMENTARY SCHOOL	\$ 992.66
359615	29-Mar-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 764.56
359616	29-Mar-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MONROE ELEMENTARY SCHOOL	\$ 205.61
359617	29-Mar-2017	POWERTRON BATTERY COMPANY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,295.21
359618	29-Mar-2017	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 3,740.00
359619	29-Mar-2017	R M SYSTEMS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,717.38
359620	29-Mar-2017	HEAT TRANSFER SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 820.00
359621	29-Mar-2017	PRB CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,915.00
359623	29-Mar-2017	AZTEC SHOPS, LTD.	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 373.44
359623	29-Mar-2017	AZTEC SHOPS, LTD.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 746.88
359623	29-Mar-2017	AZTEC SHOPS, LTD.	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	\$ 373.44
359624	29-Mar-2017	DISCOUNT SCHOOL SUPPLY	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 106.69
359625	29-Mar-2017	VISION MARKING DEVICES	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 36.23
359626	29-Mar-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	\$ 12.79
359627	29-Mar-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	\$ 6,990.86
359628	29-Mar-2017	LAKESHORE LEARNING MATERIALS	Special Education	TAFT ELEMENTARY SCHOOL	\$ 48.12
359629	29-Mar-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	JEFFERSON ELEMENTARY SCHOOL	\$ 201.49
359630	29-Mar-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	CARVER ELEMENTARY SCHOOL	\$ 502.09
359631	29-Mar-2017	ROBERT GAUL dba BRAND U, LLC	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 4,029.80
359632	29-Mar-2017	EPSON AMERICA, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 967.16
359633	29-Mar-2017	VISION MARKING DEVICES	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 500.00
359634	29-Mar-2017	METRO TRUCK BODY, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 16,728.19
359636	30-Mar-2017	AAA FLAG & BANNER MANUFACTURING COMPANY, INC.	One-Time Discretionary Funds	COMMUNICATIONS OFFICE	\$ 15,523.19
359637	30-Mar-2017	FOTO FIESTA FINISHING, INC. dba SUNSET SCHOOL PORTRAITS	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 3,286.64
359638	30-Mar-2017	HARCOURT OUTLINES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 3,877.97
359639	30-Mar-2017	VEX ROBOTICS, INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 8,755.86
359640	30-Mar-2017	KAYE PRODUCTS, INC	Special Education	SPECIAL EDUCATION	\$ 431.21

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359641	30-Mar-2017	PIONEER MANUFACTURING COMPANY, INC. dba PIONEER ATHLETICS dba REVERE PRODUCTS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 1,316.35
359642	30-Mar-2017	APPLE, INC.	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 170.24
359643	30-Mar-2017	MESNE EDUCATIONAL GROUP dba BAND-MART ACCESSORIES / CHOIR-MART ACCESSORIES	One-Time Discretionary Funds	SIERRA PREPARATORY ACADEMY	\$ 1,589.85
359644	30-Mar-2017	NATIONAL EDUCATIONAL MUSIC CO.	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 28,793.48
359645	30-Mar-2017	RAYMOND GEDDES AND COMPANY, INC.	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 490.32
359646	30-Mar-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 785.98
359647	30-Mar-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,330.64
359648	30-Mar-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 811.30
359649	30-Mar-2017	POCKET FULL OF THERAPY	Special Education	SPECIAL EDUCATION	\$ 47.59
359650	30-Mar-2017	THERAPRO	Special Education	SPECIAL EDUCATION	\$ 77.05
359651	30-Mar-2017	BEYOND PLAY, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 215.00
359652	30-Mar-2017	BEYOND PLAY, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 134.63
359653	30-Mar-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 189.46
359654	30-Mar-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 242.97
359655	30-Mar-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 550.06
359656	30-Mar-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 550.64
359657	30-Mar-2017	SCHOLASTIC MAGAZINES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 955.90
359658	30-Mar-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 215.32
359659	30-Mar-2017	CAROLINA BIOLOGICAL SUPPLY COMPANY	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 566.49
359660	30-Mar-2017	SCHOOL NURSE SUPPLY, INC.	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 290.65
359661	30-Mar-2017	DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 443.61
359663	30-Mar-2017	PRB CONSTRUCTION	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 13,116.00
359664	30-Mar-2017	GOPHER	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SPURGEON INTERMEDIATE SCHOOL	\$ 96.87
359665	30-Mar-2017	DANMAR PRODUCTS, INC.	Special Education	SPECIAL EDUCATION	\$ 148.69
359666	30-Mar-2017	WARD'S NATURAL SCIENCE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 3,143.53
359667	30-Mar-2017	SCHOOL HEALTH CORPORATION	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 525.09
359667	30-Mar-2017	SCHOOL HEALTH CORPORATION	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 21.00
359669	30-Mar-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SIERRA PREPARATORY ACADEMY	\$ 719.20
359670	30-Mar-2017	MULTI HEALTH SYSTEMS, INC.	Special Education	PSYCHOLOGICAL SERVICES/APE	\$ 80.81
359672	30-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 144.79
359673	30-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	PAYROLL DEPARTMENT	\$ 20.46
359674	30-Mar-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 217.01
359675	30-Mar-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 288.52
359676	30-Mar-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 206.88
359677	30-Mar-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 15.84
359678	30-Mar-2017	OFFICE DEPOT	Special Education	TAFT ELEMENTARY SCHOOL	\$ 138.93
359679	30-Mar-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 223.00
359680	30-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 536.46
359681	30-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 66.48
359682	30-Mar-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WALKER ELEMENTARY SCHOOL	\$ 1,273.10
359683	30-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 131.30

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359685	30-Mar-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 914.11
359686	30-Mar-2017	BLUE RIBBON PRODUCTS, INC. dba TRICO	Fundraiser (Non ASB-PTA Deposits)	JACKSON ELEMENTARY SCHOOL	\$ 92.40
359687	30-Mar-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 45.39
359688	30-Mar-2017	OLVERITAS, INC. dba OLVERITAS VILLAGE	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 500.00
359689	30-Mar-2017	PLAYWORKS EDUCATION ENERGIZED	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	\$ 92.50
359689	30-Mar-2017	PLAYWORKS EDUCATION ENERGIZED	One-Time Discretionary Funds	KING ELEMENTARY SCHOOL	\$ 18,407.50
359690	30-Mar-2017	MANAGEMENT INFORMATION TECHNOLOGY USA, INC. dba CHILDPLUS SOFTWARE	Head Start	CHILD DEVELOPMENT	\$ 8,611.90
359691	30-Mar-2017	ORANGE COUNTY OPERA, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 945.00
359692	30-Mar-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 64.63
359693	30-Mar-2017	PLAYWORKS EDUCATION ENERGIZED	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 18,500.00
359694	30-Mar-2017	WILLIAM V. MACGILL & CO. dba MACGILL & CO.	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 100.32
359696	30-Mar-2017	BLUE RIBBON PRODUCTS, INC. dba TRICO	Fundraiser (Non ASB-PTA Deposits)	JACKSON ELEMENTARY SCHOOL	\$ 2,813.80
359697	31-Mar-2017	UC REGENTS	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 864.00
359698	31-Mar-2017	UC REGENTS	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	\$ 876.00
359699	31-Mar-2017	FARWEST ATHLETIC TRAINERS ASSOCIATION (FWATA)	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 230.00
359700	31-Mar-2017	R.P.P. GROUP, INC. dba SUBWAY 36125	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 171.05
359701	31-Mar-2017	AMERICAN SCHOOL COUNSELOR ASSOCIATION	NCLB:Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 485.12
359702	31-Mar-2017	R.P.P. GROUP, INC. dba SUBWAY 36125	Communication Studies (Speech and Debate)	K-12 TEACHING AND LEARNING	\$ 2,234.00
359703	31-Mar-2017	KNOTTS BERRY FARM	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 923.00
359704	31-Mar-2017	KNOTTS BERRY FARM	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 465.00
359705	31-Mar-2017	KNOTTS BERRY FARM	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 1,375.00
359706	31-Mar-2017	ROBERTO ZAVALA dba GALAXY PARTY RENTALS	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	\$ 1,048.00
359707	31-Mar-2017	JESUSMYROCK.COM	Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 499.80
359708	31-Mar-2017	FOTO FIESTA FINISHING, INC. dba SUNSET SCHOOL PORTRAITS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 3,088.65
359709	31-Mar-2017	SCHOLASTIC, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 1,112.24
359710	31-Mar-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 4,850.00
359711	31-Mar-2017	VELAZQUEZ PRESS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 255.81
359712	31-Mar-2017	DISCOUNT OFFICE ITEMS, INC. dba OFFICE SUPPLY.COM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 124.15
359713	31-Mar-2017	BARNES & NOBLE BOOKSELLERS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 167.91
359714	31-Mar-2017	BARNES & NOBLE BOOKSELLERS, INC.	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 309.03
359715	31-Mar-2017	DYNAMIC MEASUREMENT GROUP	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 945.00
359716	31-Mar-2017	JESUSMYROCK.COM	Donations (Miscellaneous)	ROOSEVELT ELEMENTARY SCHOOL	\$ 2,842.71
359717	31-Mar-2017	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 4,654.80
359718	31-Mar-2017	COLUMBIA MEMORIAL SPACE CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 910.00
359719	31-Mar-2017	OneOC	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	\$ 2,600.00
359720	31-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 53.69
359721	31-Mar-2017	LAKESHORE LEARNING MATERIALS	IASA:Title I Migrant Ed Regular Program	MIGRANT EDUCATION	\$ 2,750.76
359722	31-Mar-2017	CALIFORNIA SCIENCE CENTER & IMAX THEATRE	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 440.00
359723	31-Mar-2017	MARIO LUIS ONTIVEROS dba DAVES TROPHIES AND SHAKYCITY BLUES	Donations (Miscellaneous)	K-12 TEACHING AND LEARNING	\$ 1,395.36
359724	31-Mar-2017	ABNER ORTIZ dba IMAGE GRAFICS	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 547.99
359725	31-Mar-2017	AMERICAN ACRYLICS USA, LLC	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	\$ 208.28

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359726	31-Mar-2017	VEX ROBOTICS, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 87.87
359727	31-Mar-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 170.93
359728	31-Mar-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 91.40
359729	31-Mar-2017	JONES SCHOOL SUPPLY CO., INC.	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 81.38
359730	31-Mar-2017	FISHER SCIENTIFIC CO., LLC (FISHER SCIENCE EDUCATION BUSINESS UNITE)	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 13.76
359731	31-Mar-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$ 513.43
359732	31-Mar-2017	SOUTHWEST STRINGS	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 1,788.65
359733	31-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 244.43
359734	31-Mar-2017	BEST BUY GOV, LLC	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 1,856.37
359735	31-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	\$ 1,276.99
359736	31-Mar-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 422.55
359737	31-Mar-2017	OFFICE DEPOT	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 49.27
359738	31-Mar-2017	OFFICE DEPOT	IASA: Title I Even Start Migrant Ed MEES	MIGRANT EDUCATION	\$ 1,835.92
359739	31-Mar-2017	NATIONAL SCIENCE TEACHERS ASSOCIATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LATHROP INTERMEDIATE SCHOOL	\$ 115.00
359742	03-Apr-2017	GUARANTY CHEVROLET MOTORS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 57,453.31
359743	03-Apr-2017	PLAYERS CHOICE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,696.28
359744	03-Apr-2017	NEW HORIZONS CONTRACTING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,290.00
359745	03-Apr-2017	SIGN A RAMA	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 702.62
359746	03-Apr-2017	USS MIDWAY MUSEUM	NIROTC	SADDLEBACK HIGH SCHOOL	\$ 290.00
359747	03-Apr-2017	NATIONAL CONSTRUCTION RENTAL, INC.	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 156.78
359748	03-Apr-2017	SNAP ON INDUSTRIAL	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 549.99
359749	03-Apr-2017	KYA SERVICES, LLC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,313.33
359750	03-Apr-2017	HERITAGE MUSEUM OF ORANGE COUNTY	Donations (Miscellaneous)	MARTIN ELEMENTARY SCHOOL	\$ 432.00
359753	03-Apr-2017	APPLE, INC.	Special Education	SPECIAL EDUCATION	\$ 4,603.17
359755	03-Apr-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 742.48
359756	03-Apr-2017	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 3,521.75
359757	03-Apr-2017	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 1,313.63
359758	03-Apr-2017	MIND RESEARCH INSTITUTE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 299.24
359759	03-Apr-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	\$ 256.24
359762	03-Apr-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WASHINGTON ELEMENTARY SCHOOL	\$ 420.24
359763	03-Apr-2017	CDW GOVERNMENT, INC.	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 587.98
359764	03-Apr-2017	INSTITUTE FOR EDUCATIONAL DEVELOPMENT	Medi-Cal Billing Option	HEALTH/HOME-HOSPITAL INSTR	\$ 295.00
359765	03-Apr-2017	GBC	Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	\$ 77.02
359767	03-Apr-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	21ST CENTURY LEARNING	\$ 96.98
359768	03-Apr-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	\$ 1,037.89
359769	03-Apr-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,258.52
359770	03-Apr-2017	ANTONIO OROZCO dba DISCIPLINA POSITIVA, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 4,000.00
359771	03-Apr-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 371.27
359772	03-Apr-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LOWELL ELEMENTARY SCHOOL	\$ 3,956.58
359773	03-Apr-2017	GOBULK, INC. dba GOBULK.COM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	\$ 639.22
359775	03-Apr-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LINCOLN ELEMENTARY SCHOOL	\$ 2,749.24
359776	03-Apr-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	21ST CENTURY LEARNING	\$ 192.87

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359777	03-Apr-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 973.57
359778	03-Apr-2017	APPLE, INC.	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 48,325.88
359779	03-Apr-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 21,306.48
359779	03-Apr-2017	APPLE, INC.	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 2,439.46
359780	03-Apr-2017	CULVER NEWLIN, INC.	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 1,193.02
359782	03-Apr-2017	ROLL-A-SHADE, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 2,508.46
359784	04-Apr-2017	SPINLIFE.COM LLC	Special Education	SPECIAL EDUCATION	\$ 956.82
359785	04-Apr-2017	LAKESHORE LEARNING MATERIALS	Special Education	MARTIN ELEMENTARY SCHOOL	\$ 300.91
359786	04-Apr-2017	PRO-ED	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 492.01
359787	04-Apr-2017	KAYE PRODUCTS, INC	Special Education	SPECIAL EDUCATION	\$ 665.01
359788	04-Apr-2017	PRO-ED	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 106.32
359789	04-Apr-2017	THERAPRO	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 72.93
359790	04-Apr-2017	VIRCO, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 607.44
359791	04-Apr-2017	NORTHERN SPEECH SERVICES, INC./NATIONAL REHAB	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 109.97
359792	04-Apr-2017	COLLEGE AND CAREER PUBLISHING	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	\$ 130.00
359793	04-Apr-2017	NORTHERN SPEECH SERVICES, INC./NATIONAL REHAB	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 208.37
359794	04-Apr-2017	M F ATHLETIC COMPANY	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 369.69
359795	04-Apr-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	\$ 128.45
359796	04-Apr-2017	DISCOVERY CUBE ORANGE COUNTY	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 2,646.00
359797	04-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 177.24
359798	04-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 160.22
359799	04-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 534.77
359800	04-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 143.01
359801	04-Apr-2017	TCG LEADERSHIP DEVELOPMENT CORPORATION dba THE COSCA GROUP	Special Education	SPECIAL EDUCATION	\$ 5,000.00
359802	04-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 107.64
359803	04-Apr-2017	SOCIAL THINKING	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 158.34
359804	04-Apr-2017	DANMAR PRODUCTS, INC.	Special Education	SPECIAL EDUCATION	\$ 281.22
359805	04-Apr-2017	SPEECH CORNER, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 348.92
359806	04-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MADISON ELEMENTARY SCHOOL	\$ 96.95
359807	04-Apr-2017	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 396.25
359808	04-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 65.07
359810	04-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	\$ 476.07
359811	04-Apr-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 296.36
359812	04-Apr-2017	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 182.43
359813	04-Apr-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 4,943.62
359814	04-Apr-2017	VOYAGER SOPRIS LEARNING, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	\$ 1,184.66
359815	04-Apr-2017	VOYAGER SOPRIS LEARNING, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 824.52
359816	04-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 312.22
359817	04-Apr-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	\$ 329.72
359818	04-Apr-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	Fundraiser (Non ASB-PTA Deposits)	EDISON ELEMENTARY SCHOOL	\$ 242.44
359819	04-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 240.37
359820	04-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 229.53

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359821	04-Apr-2017	TEXTBOOK WAREHOUSE, LLC	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 154.77
359823	04-Apr-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 288.99
359823	04-Apr-2017	TEXTBOOK WAREHOUSE, LLC	SA Public Schools Foundation (SAPSF) Check	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 103.55
359824	04-Apr-2017	SUPER DUPER PUBLICATIONS	Special Education	SPEECH & LANGUAGE	\$ 105.57
359825	04-Apr-2017	SOUTHWEST STRINGS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 531.80
359826	04-Apr-2017	CDW GOVERNMENT, INC.	Medi-Cal Billing Option	HEALTH/HOME-HOSPITAL INSTR	\$ 1,090.51
359827	04-Apr-2017	ROBERT P. TRUSSELL dba R.T. ENTERPRISES	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,250.00
359828	04-Apr-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 6,679.64
359829	04-Apr-2017	APPLE, INC.	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 299.99
359830	04-Apr-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 50.63
359831	04-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 258.58
359832	04-Apr-2017	RAINBOW BOOKS, INC. dba RAINBOW BOOK COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 4,991.30
359833	04-Apr-2017	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 506.40
359834	04-Apr-2017	MTI ENTERPRISES, INC. dba MUSIC THEATRE INTERNATIONAL	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 162.00
359835	04-Apr-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	\$ 19,998.35
359836	04-Apr-2017	CITRUS SPRINGS CHARTER SCHOOL, INC.	Fund 01 General Fund	Undefined	\$ 474,958.00
359837	04-Apr-2017	BERTRAND'S MUSIC ENTERPRISES	Donations (Miscellaneous)	SIERRA PREPARATORY ACADEMY	\$ 7,757.98
359838	04-Apr-2017	HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY dba HMH SCHOOL PUBLISHERS; HOLT MCDUGAL;PTRADE; HMH SUPPLEMENTAL; LLC;CHANNEL ONE NEWS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	\$ 7,033.35
359839	04-Apr-2017	CABE	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 900.00
359840	04-Apr-2017	TEACHER CREATED MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HARVEY ELEMENTARY SCHOOL	\$ 26,612.83
359841	04-Apr-2017	DANCE AND MOVEMENT WORKSHOP	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 415.00
359842	04-Apr-2017	COASTAL ENTERPRISES	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 159.30
359843	04-Apr-2017	TEACHER CREATED MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	\$ 4,393.84
359844	04-Apr-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 246.99
359845	04-Apr-2017	SCSBOA	Title I, Core Set Aside	WILLARD INTERMEDIATE SCHOOL	\$ 175.00
359847	04-Apr-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	\$ 5,820.00
359848	04-Apr-2017	FOOTHILL HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 500.00
359849	04-Apr-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 597.25
359850	04-Apr-2017	LAKESHORE LEARNING MATERIALS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 124.84
359851	04-Apr-2017	RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FRANKLIN ELEMENTARY SCHOOL	\$ 288.00
359852	04-Apr-2017	RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FRANKLIN ELEMENTARY SCHOOL	\$ 174.00
359853	04-Apr-2017	GANDER PUBLISHING	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 159.83
359854	04-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 101.73
359855	04-Apr-2017	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 53.86
359856	04-Apr-2017	EPS/SCHOOL SPECIALTY LITERACY AND INTERVENTION	Special Education	MARTIN ELEMENTARY SCHOOL	\$ 137.28
359857	04-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FRANKLIN ELEMENTARY SCHOOL	\$ 1,042.76
359858	04-Apr-2017	OFFICE DEPOT	Saturday Attendance Recovery Program (WIN)	VALLEY HIGH SCHOOL	\$ 914.04
359859	04-Apr-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 44.16
359860	04-Apr-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 124.11
359861	04-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 72.67

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359862	04-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 147.19
359863	04-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 114.15
359864	04-Apr-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 107.42
359865	04-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	\$ 645.96
359866	04-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 54.26
359867	04-Apr-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	PIO-PICO ELEMENTARY SCHOOL	\$ 459.12
359868	04-Apr-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 86.19
359869	04-Apr-2017	PROQUEST INFORMATION AND LEARNING	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 1,420.00
359870	05-Apr-2017	GOPHER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	\$ 459.13
359871	05-Apr-2017	GOPHER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 53.28
359872	05-Apr-2017	ALL PRO SOUND, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 700.38
359874	05-Apr-2017	VISIX, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 750.00
359875	05-Apr-2017	APPLE, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 5,807.73
359876	05-Apr-2017	APPLE, INC.	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 4,241.04
359877	05-Apr-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 20.96
359878	05-Apr-2017	NMK CORPORATION dba IPTELSUPPORT	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 4,000.00
359879	05-Apr-2017	CULVER NEWLIN, INC.	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 4,538.43
359880	05-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 557.71
359881	05-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 153.64
359882	05-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 150.74
359883	05-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 410.83
359884	05-Apr-2017	SPEECH CORNER, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 90.42
359885	05-Apr-2017	AVID CENTER	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 485.00
359886	05-Apr-2017	PRB CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,358.00
359887	05-Apr-2017	OFFICE DEPOT	Special Education	SPEECH & LANGUAGE	\$ 47.58
359888	05-Apr-2017	MONTGOMERY HARDWARE COMPANY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,624.55
359889	05-Apr-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 429.57
359890	05-Apr-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 86.12
359892	05-Apr-2017	CASCWA	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 90.00
359894	05-Apr-2017	BEYOND PLAY, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 466.04
359895	05-Apr-2017	BEYOND PLAY, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 128.49
359896	05-Apr-2017	BEYOND PLAY, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 81.54
359897	05-Apr-2017	SHERWIN WILLIAMS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 8,625.39
359898	05-Apr-2017	OFFICE DEPOT	Medi-Cal Billing Option	HEALTH/HOME-HOSPITAL INSTR	\$ 1,052.07
359900	05-Apr-2017	OFFICE DEPOT	Special Education	CENTURY HIGH SCHOOL	\$ 214.02
359902	05-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 223.91
359904	05-Apr-2017	PROFESSIONAL PLUMBING & DRAIN CLEANING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 175.00
359905	05-Apr-2017	CASE & SONS CONSTRUCTION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 740.00
359906	05-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	\$ 93.90
359907	05-Apr-2017	ALLSTAR PAVING CO., INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 850.00
359908	05-Apr-2017	ORANGE COUNTY PUMPING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,300.00
359909	05-Apr-2017	PRB CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,243.75

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359910	05-Apr-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 39.75
359912	05-Apr-2017	ORANGE COUNTY MONSTERCARTS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 0.01
359913	05-Apr-2017	CALIFORNIA WEEKLY EXPLORER, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,070.00
359914	05-Apr-2017	DISCOVERY CUBE ORANGE COUNTY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 375.00
359915	05-Apr-2017	DISCOVERY CUBE ORANGE COUNTY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 650.00
359916	05-Apr-2017	BLICK ART METATERIALS, LLC dba DICK BLICK/UTRECHT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 286.90
359917	05-Apr-2017	BLICK ART METATERIALS, LLC dba DICK BLICK/UTRECHT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 517.48
359918	05-Apr-2017	ORIENTAL TRADING COMPANY, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	PIO-PICO ELEMENTARY SCHOOL	\$ 110.89
359919	05-Apr-2017	EVOLUTION MECHANICAL	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 15,989.60
359920	05-Apr-2017	STATE SELPA ADMINISTRATORS	Special Education	SPECIAL EDUCATION	\$ 130.00
359921	06-Apr-2017	SCHOLASTIC, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 632.81
359922	06-Apr-2017	BARNES & NOBLE BOOKSELLERS, INC.	IASA:Title I Migrant Ed Regular Program	MIGRANT EDUCATION	\$ 2,046.39
359923	06-Apr-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	\$ 1,608.55
359924	06-Apr-2017	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 65.19
359925	06-Apr-2017	SUPER DUPER PUBLICATIONS	Special Education	SPEECH & LANGUAGE	\$ 126.05
359926	06-Apr-2017	FOLLETT SCHOOL SOLUTIONS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 9,936.73
359927	06-Apr-2017	CENGAGE LEARNING dba GALE; NATIONAL GEOGRAPHIC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 16,305.67
359928	06-Apr-2017	FOLLETT SCHOOL SOLUTIONS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 8,556.16
359929	06-Apr-2017	SUPPLY AND BEYOND, LLC dba KIDZ GEAR	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 404.90
359930	06-Apr-2017	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 19.16
359931	06-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 8.08
359932	06-Apr-2017	OFFICE DEPOT	Special Education	WALKER ELEMENTARY SCHOOL	\$ 32.80
359933	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	JACKSON ELEMENTARY SCHOOL	\$ 61.14
359934	06-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 80.78
359935	06-Apr-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,442.29
359936	06-Apr-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,323.46
359937	06-Apr-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 92.09
359938	06-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 37.60
359939	06-Apr-2017	GLOBAL POWER GROUP, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 372.60
359940	06-Apr-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 102.25
359942	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WASHINGTON ELEMENTARY SCHOOL	\$ 279.66
359943	06-Apr-2017	THOMPSON ENGINEERING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,542.39
359944	06-Apr-2017	THOMPSON ENGINEERING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 380.00
359945	06-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 357.67
359946	06-Apr-2017	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 947.24
359948	06-Apr-2017	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HARVEY ELEMENTARY SCHOOL	\$ 197.18
359949	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DAVIS ELEMENTARY SCHOOL	\$ 429.13
359951	06-Apr-2017	GILBERT & STEARNS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 661.39
359952	06-Apr-2017	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,321.34
359953	06-Apr-2017	VERIZON WIRELESS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 42.62
359954	06-Apr-2017	OFFICE DEPOT	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 376.98
359955	06-Apr-2017	OFFICE DEPOT	IASA:Title I Migrant Ed Regular Program	MIGRANT EDUCATION	\$ 225.95

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359956	06-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 178.66
359957	06-Apr-2017	HARBOR TRUCK BODIES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 14,520.39
359958	06-Apr-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	\$ 529.10
359959	06-Apr-2017	AVID CENTER	AVID-OCDE Destination Graduation-High Schls	SEGERSTROM HIGH SCHOOL	\$ 912.00
359959	06-Apr-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 2,128.00
359961	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 797.17
359962	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SIERRA PREPARATORY ACADEMY	\$ 1,416.05
359963	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	CARVER ELEMENTARY SCHOOL	\$ 635.97
359964	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	ESQUEDA ELEMENTARY SCHOOL	\$ 289.19
359965	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	JEFFERSON ELEMENTARY SCHOOL	\$ 455.12
359966	06-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DAVIS ELEMENTARY SCHOOL	\$ 91.34
359967	06-Apr-2017	STAPLES BUSINESS ADVANTAGE	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	LOWELL ELEMENTARY SCHOOL	\$ 97.39
359968	06-Apr-2017	BEYOND PLAY, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 133.63
359969	06-Apr-2017	MINDWING CONCEPTS, INC.	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 231.61
359970	06-Apr-2017	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 8,808.56
359971	06-Apr-2017	CCSESA	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STAFF DEVELOPMENT	\$ 1,000.00
359972	06-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 159.55
359975	06-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 81.85
359976	06-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DAVIS ELEMENTARY SCHOOL	\$ 143.20
359977	06-Apr-2017	LAKESHORE LEARNING MATERIALS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 303.08
359978	06-Apr-2017	BUREAU OF EDUCATION & RESEARCH	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 245.00
359979	06-Apr-2017	ISTE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 1,485.00
359980	06-Apr-2017	AVID CENTER	AVID-OCDE Destination Graduation-High Schls	MIDDLE COLLEGE HIGH SCHOOL	\$ 1,940.00
359981	07-Apr-2017	VISUALEDTECH, INC.	Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 40.29
359981	07-Apr-2017	VISUALEDTECH, INC.	One-Time Discretionary Funds	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,988.64
359983	07-Apr-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 485.00
359986	07-Apr-2017	B&H PHOTO VIDEO	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 24,218.01
359987	07-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 6,702.90
359988	07-Apr-2017	CDW GOVERNMENT, INC.	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 345.96
359989	07-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 6,143.80
359990	07-Apr-2017	UUNE SHIPPING SUPPLIES	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	KING ELEMENTARY SCHOOL	\$ 160.01
359991	07-Apr-2017	UNIVERSAL LIMOUSINE AND TRANSPORTATION CO., INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,487.50
359992	07-Apr-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 247.82
359993	07-Apr-2017	DIGITAL NETWORKS GROUP, INC.	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 2,094.00
359994	07-Apr-2017	GOVCONNECTION	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 21.26
359995	07-Apr-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,316.09
359996	07-Apr-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 418.88
359997	07-Apr-2017	NEW HORIZONS CONTRACTING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,985.00
359998	07-Apr-2017	COMMERCIAL DOOR OF ORANGE COUNTY, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,547.00
359999	07-Apr-2017	ELMCO DUDDY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,191.64
360000	07-Apr-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 916.11
360001	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	ESQUEDA ELEMENTARY SCHOOL	\$ 38.73

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360002	07-Apr-2017	OFFICE DEPOT	E-Business Academy [0473] CHS	CENTURY HIGH SCHOOL	\$ 31.19
360003	07-Apr-2017	VERIZON WIRELESS	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 123.50
360004	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MARTIN ELEMENTARY SCHOOL	\$ 464.36
360005	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WILSON ELEMENTARY SCHOOL	\$ 95.25
360006	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	ESQUEDA ELEMENTARY SCHOOL	\$ 107.71
360007	07-Apr-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 286.01
360008	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SEPULVEDA ELEMENTARY SCHOOL	\$ 156.00
360009	07-Apr-2017	ORANGE COUNTY AUTO PARTS NAPA	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 538.75
360010	07-Apr-2017	OFFICE DEPOT	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 43.43
360011	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 713.69
360012	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	GARFIELD ELEMENTARY SCHOOL	\$ 122.16
360013	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	FRANKLIN ELEMENTARY SCHOOL	\$ 712.13
360014	07-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MARTIN ELEMENTARY SCHOOL	\$ 768.25
360015	07-Apr-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 2,502.72
360017	10-Apr-2017	BEST BUY GOV, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 2,232.58
360018	10-Apr-2017	PRB CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,900.00
360019	10-Apr-2017	PRB CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,800.00
360020	10-Apr-2017	PRB CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,550.00
360021	10-Apr-2017	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	ESQUEDA ELEMENTARY SCHOOL	\$ 238.09
360022	10-Apr-2017	HADASA'S D SIGNS & T-SHIRTS	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 2,884.60
360023	10-Apr-2017	J.W. PEPPER & SONS, INC.	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 450.00
360024	10-Apr-2017	KAP 7 INTERNATIONAL	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,631.50
360025	10-Apr-2017	COMPETITIVE AQUATIC SUPPLY	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 225.00
360026	10-Apr-2017	CHRISTINE WALDRON	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 4,798.38
360027	10-Apr-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 1,775.00
360028	10-Apr-2017	HERITAGE MUSEUM OF ORANGE COUNTY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,080.00
360030	10-Apr-2017	LOOKOUT BOOKS DBA CREATIVE COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ADAMS ELEMENTARY SCHOOL	\$ 1,237.08
360031	10-Apr-2017	PLAYERS CHOICE	Saturday Attendance Recovery Program (WIN)	SADDLEBACK HIGH SCHOOL	\$ 200.95
360032	10-Apr-2017	SCHOLASTIC, INC.	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 222.45
360033	10-Apr-2017	JOSTENS, INC. dba SCHOOL ANNUAL	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 4,941.52
360034	10-Apr-2017	GROSH SCENIC RENTALS, INC.	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 3,547.97
360035	10-Apr-2017	MAIN PHOTO & IMAGING SERVICE, INC.	Unrestricted Discretionary Accounts	BOARD OF EDUCATION	\$ 4,395.60
360036	10-Apr-2017	GODINEZ HIGH SCHOOL	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 2,359.00
360037	10-Apr-2017	UNIVERSAL STUDIOS	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 2,905.00
360038	10-Apr-2017	HOPE INTERNATIONAL UNIVERSITY	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 1,800.00
360039	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SEPULVEDA ELEMENTARY SCHOOL	\$ 681.74
360040	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WILSON ELEMENTARY SCHOOL	\$ 265.12
360041	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WILSON ELEMENTARY SCHOOL	\$ 292.45
360042	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WILSON ELEMENTARY SCHOOL	\$ 564.94
360043	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WILSON ELEMENTARY SCHOOL	\$ 64.41
360044	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WILSON ELEMENTARY SCHOOL	\$ 323.33
360045	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WILSON ELEMENTARY SCHOOL	\$ 95.68

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360046	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	PIO-PICO ELEMENTARY SCHOOL	\$ 731.55
360047	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MONROE ELEMENTARY SCHOOL	\$ 292.24
360049	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	CARR INTERMEDIATE SCHOOL	\$ 350.46
360050	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	\$ 97.17
360051	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WASHINGTON ELEMENTARY SCHOOL	\$ 272.76
360052	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	ESQUEDA ELEMENTARY SCHOOL	\$ 153.49
360053	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	KING ELEMENTARY SCHOOL	\$ 121.67
360054	10-Apr-2017	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MARTIN ELEMENTARY SCHOOL	\$ 75.68
360055	10-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,028.58
360056	10-Apr-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 33.83
360057	10-Apr-2017	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDISON ELEMENTARY SCHOOL	\$ 578.43
360058	10-Apr-2017	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 218.04
360059	10-Apr-2017	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MONTE VISTA ELEMENTARY SCHOOL	\$ 282.86
360060	10-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MCFAADDEN INTERMEDIATE SCHOOL	\$ 284.96
360063	10-Apr-2017	MOTTER'S MUSIC HOUSE, INC. dba MUSIC IS ELEMENTARY	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 51.47
360063	10-Apr-2017	MOTTER'S MUSIC HOUSE, INC. dba MUSIC IS ELEMENTARY	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 9.65
360064	10-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MCFAADDEN INTERMEDIATE SCHOOL	\$ 733.76
360065	10-Apr-2017	AQUARIUM OF THE PACIFIC	Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	\$ 412.50
360066	10-Apr-2017	DISCOVERY CUBE ORANGE COUNTY	Fundraiser (Non ASB-PTA Deposits)	MARTIN ELEMENTARY SCHOOL	\$ 1,200.00
360067	10-Apr-2017	WEST COAST SAND & GRAVEL, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 415.33
360068	10-Apr-2017	LOS ANGELES COUNTY OFFICE OF EDUCATION	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 60.00
360070	10-Apr-2017	GOVCONNECTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,067.59
360072	10-Apr-2017	INDIANAPOLIS CAPITOL AVENUE HOTEL, LLC dba HYATT REGENCY INDIANAPOLIS	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 4,735.76
360073	11-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WASHINGTON ELEMENTARY SCHOOL	\$ 575.54
360074	11-Apr-2017	CUSTOMINK, LLC dba CUSTOMINK	Donations (Miscellaneous)	MADISON ELEMENTARY SCHOOL	\$ 425.59
360075	11-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 67.29
360076	11-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 295.55
360077	11-Apr-2017	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 441.89
360078	11-Apr-2017	RIFTON EQUIPMENT	Special Education	SPECIAL EDUCATION	\$ 506.43
360079	11-Apr-2017	FUN AND FUNCTION, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 119.48
360080	11-Apr-2017	ABC UNIFIED SCHOOL DISTRICT	Positive School Climate Model	SCHOOL CLIMATE	\$ 50.00
360081	11-Apr-2017	SPEECH CORNER, LLC	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 83.91
360082	11-Apr-2017	SCHOOL SAVERS CORPORATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,391.22
360083	11-Apr-2017	BEST BUY	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WASHINGTON ELEMENTARY SCHOOL	\$ 150.84
360083	11-Apr-2017	BEST BUY	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WASHINGTON ELEMENTARY SCHOOL	\$ 34.12
360084	11-Apr-2017	JIST PUBLISHING, INC.	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	\$ 551.85
360085	11-Apr-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	PIO-PICO ELEMENTARY SCHOOL	\$ 1,065.85
360086	11-Apr-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,056.82
360087	11-Apr-2017	INTERCOM CLOCKS & SIGNAL SERVICE	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,030.60
360088	11-Apr-2017	SCHOLASTIC, INC.	Special Education	DIAMOND ELEMENTARY SCHOOL	\$ 87.34
360089	11-Apr-2017	WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES	WASC (was FdRes 010031)	REACH ACADEMY	\$ 920.00
360090	11-Apr-2017	WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES	WASC (was FdRes 010031)	REACH ACADEMY	\$ 300.00

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360092	11-Apr-2017	AVID CENTER	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 4,365.00
360093	11-Apr-2017	CSJOA	Medi-Cal Billing Option	HEALTH/HOME-HOSPITAL INSTR	\$ 95.00
360094	11-Apr-2017	OCCUE	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 262.50
360095	11-Apr-2017	SCHOLASTIC, INC.	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 564.72
360096	11-Apr-2017	OCCUE	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 123.75
360097	11-Apr-2017	CPR LADY dba THE CPR LADY, INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 972.00
360098	11-Apr-2017	BAR CODE GRAPHICS, INC.	Communication Studies (Speech and Debate)	K-12 TEACHING AND LEARNING	\$ 694.99
360099	11-Apr-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,380.55
360100	11-Apr-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,394.30
360102	11-Apr-2017	CRISIS PREVENTION INSTITUTE, INC.	Special Ed: Mental Health Services	SPECIAL EDUCATION	\$ 2,598.00
360103	11-Apr-2017	ISTE	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 1,935.00
360104	11-Apr-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Special Education	SPECIAL EDUCATION	\$ 375.00
360105	11-Apr-2017	WOODWIND AND BRASSWIND	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 9,386.96
360106	11-Apr-2017	BERTRAND'S MUSIC ENTERPRISES	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 29,437.01
360107	11-Apr-2017	MUSIC AND ARTS	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 58,000.11
360109	11-Apr-2017	BAT JAC GLASS, INC.	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	\$ 625.00
360110	11-Apr-2017	GOVCONNECTION	Fund 01 General Fund	PUBLICATIONS	\$ 175.87
360111	11-Apr-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 2,193.66
360112	11-Apr-2017	CONNELL CHEVROLET	Ongoing & Major Maintenance Account	TRANSPORTATION DEPARTMENT	\$ 68,437.74
360113	11-Apr-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 164.60
360114	11-Apr-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 1,699.26
360115	12-Apr-2017	GOPHER	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MCFADDEN INTERMEDIATE SCHOOL	\$ 1,277.14
360116	12-Apr-2017	BEN'S ASPHALT INC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 12,060.00
360117	12-Apr-2017	PROJECT LEAD THE WAY, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 60.12
360118	12-Apr-2017	PROJECT LEAD THE WAY, INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,722.26
360118	12-Apr-2017	PROJECT LEAD THE WAY, INC.	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 2,722.37
360119	12-Apr-2017	PROJECT LEAD THE WAY, INC.	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	\$ 616.24
360120	12-Apr-2017	PROJECT LEAD THE WAY, INC.	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	\$ 164.53
360121	12-Apr-2017	PROJECT LEAD THE WAY, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 195.97
360122	12-Apr-2017	PROJECT LEAD THE WAY, INC.	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	\$ 780.56
360124	12-Apr-2017	DIVISION OF STATE ARCHITECT	Cell Leases-Facilities	EDISON ELEMENTARY SCHOOL	\$ 4,791.99
360125	12-Apr-2017	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	\$ 9,980.40
360126	12-Apr-2017	PROJECT LEAD THE WAY, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 173.82
360127	12-Apr-2017	PROJECT LEAD THE WAY, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 203.02
360128	12-Apr-2017	PROJECT LEAD THE WAY, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,226.64
360129	12-Apr-2017	FLAGHOUSE, INC.	Special Education	SPECIAL EDUCATION	\$ 310.54
360130	12-Apr-2017	CARSON-DELLOSA PUBLISHING	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	\$ 175.42
360131	12-Apr-2017	ULINE SHIPPING SUPPLIES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 109.74
360132	12-Apr-2017	VECTOR RESOURCES, INC. dba VectorUSA	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	\$ 1,086.74
360133	12-Apr-2017	APPLE, INC.	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 1,296.92
360134	12-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 1,066.73
360135	12-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 11,409.91

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360136	12-Apr-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 21,760.34
360137	12-Apr-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LOWELL ELEMENTARY SCHOOL	\$ 40,798.50
360138	12-Apr-2017	GOBULK, INC. dba GOBULK.COM	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 242.51
360139	12-Apr-2017	GOBULK, INC. dba GOBULK.COM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 343.76
360140	12-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	\$ 1,885.62
360142	12-Apr-2017	COLLEGE AND CAREER PUBLISHING	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	\$ 65.00
360143	12-Apr-2017	FOLLETT SCHOOL SOLUTIONS, INC.	Unrestricted Discretionary Accounts	SADDEBACK HIGH SCHOOL	\$ 1,125.52
360145	12-Apr-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 510.74
360147	12-Apr-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Special Education	SPECIAL EDUCATION	\$ 450.00
360148	12-Apr-2017	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 339.60
360149	12-Apr-2017	FIRST CHOICE SERVICES	Donations (Miscellaneous)	MADISON ELEMENTARY SCHOOL	\$ 737.41
360150	12-Apr-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Special Education	SPECIAL EDUCATION	\$ 2,550.00
360151	12-Apr-2017	LATINO COALITION FOR COMMUNITY LEADERSHIP	IASA: Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 224.20
360152	12-Apr-2017	VALLEY HIGH SCHOOL ASB	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 480.00
360153	13-Apr-2017	FLUTE X SPORTS, INC. dba MASK MANUFACTURING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 22,159.83
360154	13-Apr-2017	LAGUNA PLAYHOUSE	Donations (Miscellaneous)	HENINGER ELEMENTARY SCHOOL	\$ 500.00
360155	13-Apr-2017	BRITTANY LIVEZEY	Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 990.00
360157	14-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	TRANSPORTATION DEPARTMENT	\$ 1,064.64
360158	14-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	BUDGET	\$ 2,528.54
360159	14-Apr-2017	VMI, INC	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 10,370.94
360160	17-Apr-2017	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,416.65
360161	17-Apr-2017	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 1,405.06
360162	17-Apr-2017	FISHER SCIENTIFIC CO., LLC (FISHER SCIENCE EDUCATION BUSINESS UNITE)	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 41.28
360163	17-Apr-2017	APPLE, INC.	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 634.65
360163	17-Apr-2017	APPLE, INC.	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	\$ 1,269.30
360164	17-Apr-2017	CMC APPAREL, INC.	Unrestricted Discretionary Accounts	SADDEBACK HIGH SCHOOL	\$ 654.58
360165	17-Apr-2017	AMSTERDAM PRINTING AND LITHO COMPANY	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 356.28
360166	17-Apr-2017	ART POLY BAG CO.	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 1,355.50
360167	17-Apr-2017	TIERRA VERDE INDUSTRIES	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 1,248.63
360168	17-Apr-2017	BERTRAND'S MUSIC ENTERPRISES	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 32,863.58
360169	17-Apr-2017	GOPHER	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 472.25
360170	17-Apr-2017	BEST BUY	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	\$ 2,639.23
360171	17-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	FREMONT ELEMENTARY SCHOOL	\$ 10.24
360172	17-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DAVIS ELEMENTARY SCHOOL	\$ 463.18
360173	17-Apr-2017	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	Unrestricted Discretionary Accounts	SADDEBACK HIGH SCHOOL	\$ 652.29
360174	17-Apr-2017	OFFICE DEPOT	Positive School Climate Model	SCHOOL CLIMATE	\$ 49.54
360175	17-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 440.70
360176	17-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 185.31
360177	17-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 924.50
360178	17-Apr-2017	OFFICE DEPOT	Positive School Climate Model	SCHOOL CLIMATE	\$ 346.83
360179	17-Apr-2017	OFFICE DEPOT	Special Education	SEGERSTROM HIGH SCHOOL	\$ 172.58

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
360180	17-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,295.51
360181	17-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 6,081.28
360182	17-Apr-2017	OFFICE DEPOT	Special Education	SEGERSTROM HIGH SCHOOL	\$ 117.12
360183	17-Apr-2017	ANDERSON AIR CONDITIONING, LP	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 649.41
360184	17-Apr-2017	PARENT BOOSTER USA, INC.	Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 495.00
360185	17-Apr-2017	BRAINPOP	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LATHROP INTERMEDIATE SCHOOL	\$ 695.00
360187	17-Apr-2017	COSTCO WHOLESALE	Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 1,454.63
360190	17-Apr-2017	ACE JANITORIAL	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 824.02
360192	17-Apr-2017	WEST COAST FIRE & INTEGRATION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,050.56
360193	17-Apr-2017	J.L. COBB PAINTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,100.00
360194	17-Apr-2017	BAT JAC GLASS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,998.88
360197	18-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DAVIS ELEMENTARY SCHOOL	\$ 104.98
360198	18-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	GARFIELD ELEMENTARY SCHOOL	\$ 94.28
360199	18-Apr-2017	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 111.26
360200	18-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 225.70
360201	18-Apr-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 340.94
360202	18-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 42.64
360203	18-Apr-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 17.23
360204	18-Apr-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 155.15
360205	18-Apr-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 122.81
360207	18-Apr-2017	D & G COLLINS ENTERPRISES, INC. dba STEP & REPEAT LA	Donations (Miscellaneous)	COMMUNICATIONS OFFICE	\$ 1,069.29
360210	18-Apr-2017	LAGUNA PLAYHOUSE	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 200.00
360211	18-Apr-2017	WORKABILITY -1- REGION 1	Special Ed: Workability I LEA	TRANSITION PROGRAMS	\$ 390.00
360213	18-Apr-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	\$ 242.44
360215	18-Apr-2017	CALIFORNIA WEEKLY EXPLORER, INC.	Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,070.00
360219	18-Apr-2017	APPLE, INC.	Saturday Attendance Recovery Program (WIN)	JACKSON ELEMENTARY SCHOOL	\$ 1,135.69
360220	18-Apr-2017	APPLE, INC.	Saturday Attendance Recovery Program (WIN)	JACKSON ELEMENTARY SCHOOL	\$ 1,513.89
360221	18-Apr-2017	APPLE, INC.	Special Education	SPECIAL EDUCATION	\$ 585.31
360222	18-Apr-2017	APPLE, INC.	Special Education	SPECIAL EDUCATION	\$ 585.31
360223	18-Apr-2017	APPLE, INC.	Special Education	SPECIAL EDUCATION	\$ 1,468.63
360224	18-Apr-2017	APPLE, INC.	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 2,137.77
360225	18-Apr-2017	CDW GOVERNMENT, INC.	Special Education	PSYCHOLOGICAL SERVICES/APE	\$ 88.73
360227	18-Apr-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 1,577.51
360228	18-Apr-2017	DIGITAL NETWORKS GROUP, INC.	One-Time Discretionary Funds	CENTURY HIGH SCHOOL	\$ 19,101.98
360228	18-Apr-2017	DIGITAL NETWORKS GROUP, INC.	Saturday Attendance Recovery Program (WIN)	CENTURY HIGH SCHOOL	\$ 9,856.21
360228	18-Apr-2017	DIGITAL NETWORKS GROUP, INC.	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 18,534.00
360229	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 242.46
360230	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 261.96
360232	18-Apr-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 102.25
360233	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 578.23
360234	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 499.32
360235	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 511.37

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
360236	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 183.95
360237	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 260.98
360238	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 137.62
360239	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 32.74
360240	18-Apr-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 61.41
360241	18-Apr-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 156.06
360242	18-Apr-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,271.52
360243	18-Apr-2017	BLICK ART MATERIALS dba DICK BLICK COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 599.62
360244	18-Apr-2017	BLICK ART MATERIALS dba DICK BLICK COMPANY	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 590.21
360245	18-Apr-2017	BLICK ART METERIALS, LLC dba DICK BLICK/UTRECHT	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	\$ 266.03
360246	18-Apr-2017	ULINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,618.41
360248	18-Apr-2017	CULVER NEWLIN, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 4,985.12
360251	18-Apr-2017	COMMUNICATIONS USA, INC.	LCFF-Supplemental/Concentration	REACH ACADEMY	\$ 6,539.89
360253	18-Apr-2017	SPHERO, INC.	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 1,713.18
360254	18-Apr-2017	B&H PHOTO VIDEO	Donations (Miscellaneous)	COMMUNICATIONS OFFICE	\$ 749.86
360255	18-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	Saturday Attendance Recovery Program (WIN)	JACKSON ELEMENTARY SCHOOL	\$ 1,547.44
360256	18-Apr-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	\$ 2,633.06
360257	18-Apr-2017	COMMUNICATIONS USA, INC.	Unrestricted Discretionary Accounts	REACH ACADEMY	\$ 1,961.97
360258	18-Apr-2017	B&H PHOTO VIDEO	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 179.16
360259	18-Apr-2017	MIND RESEARCH INSTITUTE	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 1,244.53
360260	18-Apr-2017	MIND RESEARCH INSTITUTE	Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	\$ 1,111.12
Grand Total:					\$ 1,831,813.64

Fund 09

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
359960	06-Apr-2017	OFFICE DEPOT	Fund 09 Before and After School Learning & Safe Neighborhood Partnerships	ADVANCED LEARNING ACADEMY	\$ 295.15
359973	06-Apr-2017	CULVER NEWLIN, INC.	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 31,271.21
359973	06-Apr-2017	CULVER NEWLIN, INC.	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 201,190.01
360048	10-Apr-2017	LAKESHORE LEARNING MATERIALS	Fund 09 Before and After School Learning & Safe Neighborhood Partnerships	ADVANCED LEARNING ACADEMY	\$ 94.13
360091	11-Apr-2017	OFFICE DEPOT	Fund 09 Before and After School Learning & Safe Neighborhood Partnerships	ADVANCED LEARNING ACADEMY	\$ 402.87
360141	12-Apr-2017	OFFICE DEPOT	Fund 09 Before and After School Learning & Safe Neighborhood Partnerships	ADVANCED LEARNING ACADEMY	\$ 280.12
Grand Total:					\$ 233,533.49

Fund 12

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
359604	29-Mar-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 184.22
359606	29-Mar-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 746.22
359635	30-Mar-2017	TEACHING STRATEGIES, INC.	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 241.30
359668	30-Mar-2017	WEST ED	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 452.55
359684	30-Mar-2017	LEARNING GENIE, INC.	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 98.00
359822	04-Apr-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 439.82
359846	04-Apr-2017	HIGHSCOPE EDUCATIONAL RESEARCH FOUNDATION	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 181.81
359911	05-Apr-2017	TEACHSTONE TRAINING, LLC	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 67.36
360208	18-Apr-2017	SANTA ANA COLLEGE	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 30.00
360214	18-Apr-2017	ORANGE COUNTY SCHOOL NURSES ORGANIZATION (OCSNO)	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 130.00
360231	18-Apr-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 439.14
Grand Total:					\$ 3,010.42

Fund 13

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
359662	30-Mar-2017	SCHOOL NURSE SUPPLY, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 8,943.25
359740	31-Mar-2017	CASE & SONS CONSTRUCTION, INC.	Child Nutrition: School Programs	WILLARD INTERMEDIATE SCHOOL	\$ 10,280.00
359741	31-Mar-2017	CASE & SONS CONSTRUCTION, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 14,860.00
359751	03-Apr-2017	CHEFS' TOYS	Child Nutrition: School Programs	SANTA ANA HIGH SCHOOL	\$ 3,086.73
359752	03-Apr-2017	REFRIGERATION CONTROL CO., INC.	Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL	\$ 6,900.00
359754	03-Apr-2017	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 70.34
359760	03-Apr-2017	CROWN LIFT TRUCKS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,418.50
359760	03-Apr-2017	CROWN LIFT TRUCKS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 95.00
359761	03-Apr-2017	REFRIGERATION CONTROL CO., INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,410.00
359766	03-Apr-2017	VARIDESK, LLC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 533.36
359781	03-Apr-2017	CAROL SIANEZ dba SUPREME AIR DUCT SERVICES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 22,913.04
359873	05-Apr-2017	IMAGE ONE CORPORATION	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,510.12
359974	06-Apr-2017	PRB CONSTRUCTION	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 9,384.00
359984	07-Apr-2017	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 40.78
359985	07-Apr-2017	SAMCO	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 556.54
360016	07-Apr-2017	PH HAGOPIAN CONTRACTOR, INC.	Child Nutrition: School Programs	SANTA ANA HIGH SCHOOL	\$ 1,700,383.00
360016	07-Apr-2017	PH HAGOPIAN CONTRACTOR, INC.	Child Nutrition: School Programs	Undefined	\$ 1,050,540.00
360101	11-Apr-2017	MONTGOMERY HARDWARE COMPANY	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 4,094.50
360216	18-Apr-2017	CHEFS' TOYS	Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,273.16
360216	18-Apr-2017	CHEFS' TOYS	Child Nutrition: School Programs	SANTA ANA HIGH SCHOOL	\$ 1,273.16
360217	18-Apr-2017	CHEFS' TOYS	Child Nutrition: School Programs	MELENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 570.63
360217	18-Apr-2017	CHEFS' TOYS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 260.90
360217	18-Apr-2017	CHEFS' TOYS	Child Nutrition: School Programs	SPURGEON INTERMEDIATE SCHOOL	\$ 390.30
360218	18-Apr-2017	STRATEGIC EQUIPMENT, INC.	Child Nutrition: School Programs	PIO-PICO ELEMENTARY SCHOOL	\$ 1,630.22
360226	18-Apr-2017	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 102.62
360247	18-Apr-2017	ULINE SHIPPING SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 90.51

360247	18-Apr-2017	ULINE SHIPPING SUPPLIES	Child Nutrition: School Programs	SANTA ANA HIGH SCHOOL	\$	1,043.02
360249	18-Apr-2017	IMPACT IMAGES, INC. dba IMPACT CANOPIES USA	Child Nutrition: School Programs	JACKSON ELEMENTARY SCHOOL	\$	6,896.00
360250	18-Apr-2017	FERGUSON ENTERPRISES, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$	187.68
360252	18-Apr-2017	VARIDESK, LLC	Child Nutrition: School Programs	NUTRITION SERVICES	\$	533.36
Grand Total:					\$	2,852,270.72

Fund 14

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
359893	05-Apr-2017	ALLSTAR PAVING CO., INC.	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 8,994.00
359899	05-Apr-2017	ALLSTAR PAVING CO., INC.	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 6,997.00
359901	05-Apr-2017	KYA SERVICES, LLC	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 577,457.63
359903	05-Apr-2017	KYA SERVICES, LLC	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 1,380.57
359912	05-Apr-2017	ORANGE COUNTY MONSTERCARTS, INC.	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 3,232.49
359947	06-Apr-2017	ALLSTAR PAVING CO., INC.	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 13,926.00
360069	10-Apr-2017	ALLSTAR PAVING CO., INC.	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 3,975.00
360071	10-Apr-2017	ALLSTAR PAVING CO., INC.	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 7,987.00
360186	17-Apr-2017	KYA SERVICES, LLC	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 139,912.89
360195	17-Apr-2017	MONTGOMERY HARDWARE COMPANY	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 4,173.18
360196	17-Apr-2017	MONTGOMERY HARDWARE COMPANY	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 4,734.55
Grand Total:					\$ 772,770.31

Fund 25

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
360123	12-Apr-2017	SEAN KHAN CONSULTING COMPANY, INC. dba SKC COMPANY	Fund 25 Redevelopment Agency (RDA) Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 1,000.00
Grand Total:					\$ 1,000.00

Fund 40

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
360016	07-Apr-2017	PH HAGOPIAN CONTRACTOR, INC.	Fund 40 Kitchen Remodeling	SANTA ANA HIGH SCHOOL	\$ 3,593,077.00
Grand Total:					\$ 3,593,077.00

Fund 56

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
360061	10-Apr-2017	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.	QZAB Solar Energy (eff 2014-15)	DISTRICT-WIDE	\$ 576,752.50
Grand Total:					\$ 576,752.50

Fund 81

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
359671	30-Mar-2017	OFFICE DEPOT	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 782.23
360029	10-Apr-2017	GLOBALOPTIONS SERVICES, INC.	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 1,458.00
Grand Total:					\$ 2,240.23

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of March 29, 2017 through April 18, 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 March 29, 2017 through April 18, 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 March 29, 2017 through April 18, 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 March 29, 2017 through April 18, 2017.



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: April 18, 2017
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Tina Douglas, Assistant Superintendent, Business Services
Subject: Expenditures Summary: From 29-MAR-2017 through 18-APR-2017

Fund 01 General Fund	\$7,883,650.56
Fund 12 Child Development	\$12,145.69
Fund 13 Cafeteria Fund	\$674,448.56
Fund 14 Deferred Maintenance Fund	\$88,877.26
Fund 25 Capital Facilities Fund	\$771,574.07
Fund 40 Special Reserve Fund	\$491,493.65
Fund 56 Debt Service Fund	\$576,752.50
Fund 68 Workers' Compensation	\$174,317.18
Fund 69 Health & Welfare	\$2,564,257.59
Fund 81 Property & Liability	\$33,869.06
Total Expenditures:	\$13,271,386.12

Prepared by: Dawn Piatek, Director, Accounting and Payroll

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

BOARD OF EDUCATION

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SAUSD Board of Education Warrant Listing

March 31, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84234505	EBERHARD EQUIPMENT Ongoing & Major Maintenance Account	BUILDING SERVICES	\$43,098.92
84234490	U S BANK - CAL CARD Unrestricted Discretionary Accounts	DISTRICTWIDE	\$107,617.90
84234386	VERITIV OPERATING COMPANY Fund 01 General Fund	PUBLICATIONS WAREHOUSE AND DELIVERY	\$40,247.72
84234380	PLAYWORKS EDUCATION ENERGIZED IASA: Title I Basic Grants Low-Income and Neglected, Part A One-Time Discretionary Funds	DIAMOND ELEMENTARY SCHOOL JEFFERSON ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL	\$55,500.00
Fund 40 Special Reserve Fund			
84234574	GHATAODE BANNON ARCHITECTS, LLP Emergency Repair Program-Williams Case	CENTURY HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL REMINGTON ELEMENTARY SCHOOL	\$144,228.73
Fund 68 Workers' Compensation			
84234579	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$29,429.95
Grand Total:			\$420,123.22

SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84234692	MASCO SWEEPERS, INC.		\$75,440.00
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84234593	CITRUS SPRINGS CHARTER SCHOOL, INC.		\$375,218.00
	Fund 01 General Fund	CASH ACCOUNT	
84234600	FALLAS PAREDES		\$37,980.00
	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	
84234617	ORANGE COUNTY DEPARTMENT OF EDUCATION		\$461,930.25
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ADAMS ELEMENTARY SCHOOL	
		CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	One-Time Discretionary Funds	MCFADDEN INTERMEDIATE SCHOOL	
		SANTA ANA HIGH SCHOOL	
	Unrestricted Discretionary Accounts	MCFADDEN INTERMEDIATE SCHOOL	
	Unrestricted One-time Funds	SPURGEON INTERMEDIATE SCHOOL	

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April 06, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84234620	REVOLVING CASH FUND		\$53,813.74
	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
	Donations (Miscellaneous)	WASHINGTON ELEMENTARY SCHOOL	
	Fund 01 General Fund	CASH ACCOUNT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
	Medi-Cal Billing Option	SPEECH & LANGUAGE	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		DISTRICTWIDE	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		PAYROLL DEPARTMENT	
		RESEARCH AND EVALUATION	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SUPERINTENDENT'S OFFICE	
		TECHNOLOGY INNOVATION SERVICES	
		VALLEY HIGH SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
84234621	RODOLFO CAZALES dba TOYAMA KARATE-DO		\$25,421.20
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
84234626	SOUTHERN CALIFORNIA EDISON		\$402,152.97
	Head Start	CHILD DEVELOPMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84234636	APPLE, INC.		\$37,883.87
	California Career Pathways Trust	CENTURY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KENNEDY ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	Saturday Attendance Recovery Program (WIN)	WALKER ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	
84234637	AREY JONES EDUCATIONAL SOLUTIONS		\$33,494.46
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	
		GARFIELD ELEMENTARY SCHOOL	
	Medi-Cal Billing Option	HEALTH/HOME-HOSPITAL INSTR	
	Positive School Climate Model	SCHOOL CLIMATE	
	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		SCHOOL POLICE SERVICES	
84234589	CENERGISTIC, INC.		\$63,401.00
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84234689	JFK TRANSPORTATION		\$67,038.75
	Donations (Miscellaneous)	GARFIELD ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	
	NJROTC	SANTA ANA HIGH SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Title I, Core Set Aside	WILLARD INTERMEDIATE SCHOOL	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	
84234697	OC TRANSIT, INC.		\$72,000.00
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	

SAUSD Board of Education Warrant Listing

April 06, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84234699	OCTA Fund 01 General Fund Homeless Children Education Grants LCFF-Supplemental/Concentration	ACCOUNTING DEPARTMENT PUPIL SUPPORT SERVICES EDUCATIONAL SERVICES DIVISION	\$39,568.00
84234712	U S BANK - CAL CARD Unrestricted Discretionary Accounts	DISTRICTWIDE	\$127,119.76
84234639	AT&T DATACOMM, INC. dba AT&T DATACOMM Unrestricted Discretionary Accounts	DISTRICTWIDE	\$211,973.50
Fund 13 Cafeteria Fund			
84234716	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$64,387.65
84234717	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$25,682.65
84234719	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES	\$117,638.78
Fund 25 Capital Facilities Fund			
84234752	ROBERT CLAPPER CONSTRUCTION SERVICES, INC. Fund 25 Walker/Roosevelt Joint Use	WALKER ELEMENTARY SCHOOL	\$312,368.38
84234753	ROBERT CLAPPER CONSTRUCTION SERVICES, INC. Fund 25 City Santa Ana Redevelopment	VALLEY HIGH SCHOOL	\$374,466.78

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 69 Health & Welfare			
84234755	KAISER FOUNDATION HEALTH PLAN, INC.		\$1,699,525.08
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84234754	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG)		\$391,916.16
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Grand Total:			\$5,070,420.98

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84234864	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE		\$29,970.64
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	
	Unrestricted Discretionary Accounts	BUILDING SERVICES	
84234831	GUARANTY CHEVROLET MOTORS, INC.		\$57,453.31
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84234790	OFFICE DEPOT		\$30,070.77
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DIAMOND ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		PUBLICATIONS	
		WAREHOUSE AND DELIVERY	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		GARFIELD ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	
	Special Education	SADDLEBACK HIGH SCHOOL	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	
		CENTURY HIGH SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		JEFFERSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		RESEARCH AND EVALUATION	
		ROOSEVELT ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		TAFT ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	

Fund 13 Cafeteria Fund

84234899	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE COMPANY		\$45,830.11
	Child Nutrition: School Programs	NUTRITION SERVICES	
84234895	JC FOODSERVICE, INC. dba ACTION SALES		\$28,820.68
	Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MIDDLE COLLEGE HIGH SCHOOL	
		NUTRITION SERVICES	
84234880	A & R WHOLESALE DISTRIBUTORS		\$46,187.12
	Child Nutrition: School Programs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	

SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 56 Debt Service Fund			
84234914	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. QZAB Solar Energy (eff 2014-15)	DISTRICTWIDE	\$576,752.50
Fund 68 Workers' Compensation			
84234915	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$74,568.51
Fund 69 Health & Welfare			
84234916	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$403,601.85
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Fund 81 Property & Liability			
84234919	SANTA ANA UNIFIED SCHOOL DISTRICT Fund 81 Property & Liability	RISK MANAGEMENT	\$26,524.61
Grand Total:			\$1,319,780.10

SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84234928	VISTA HERITAGE CHARTER MIDDLE SCHOOL		\$142,687.00
	Fund 01 General Fund	CASH ACCOUNT	
84234927	ORANGE COUNTY HIGH SCHOOL OF THE ARTS		\$1,159,010.00
	Fund 01 General Fund	CASH ACCOUNT	
84234926	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY		\$308,725.00
	Fund 01 General Fund	CASH ACCOUNT	
84234925	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL		\$228,000.00
	Fund 01 General Fund	CASH ACCOUNT	
84234923	MAGNOLIA EDUCATIONAL RESEARCH FOUNDATION dba MAGNOLIA		\$371,963.00
	Fund 01 General Fund	CASH ACCOUNT	
84234921	EL SOL SCIENCE AND ARTS ACADEMY		\$479,894.00
	Fund 01 General Fund	CASH ACCOUNT	
84234920	EDWARD B. COLE, SR. ACADEMY		\$216,240.00
	Fund 01 General Fund	CASH ACCOUNT	
Grand Total:			\$2,906,519.00

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District – File Numbers: LBI 1503297 RV, LBI 1603325 RV, LBI 1603534 RV and LPD 1703449 DP**

ITEM: **Consent**
SUBMITTED BY: **Tina Douglas, Assistant Superintendent, Business 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.

DESCRIPTION OF DAMAGE/INJURY:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claims against the District, File Numbers: LBI 1503297 RV, LBI 1603325 RV, LBI 1603534 RV and LPD 1703449 DP.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Numbers: LBI 1503297 RV, LBI 1603325 RV, LBI 1603534 RV and LPD 1703449 DP.

ITEM SUMMARY:

- File No. LBI 1503297 RV alleges negligence in addressing sexual assault, and other related issues.
- File No. LBI 1603325 RV alleges emotional distress and financial loss, due to inadequate negligent supervision.
- File No. LBI 1603534 RV requests reimbursement for medical expenses and lost wages.
- File No. LPD 1703449 DP requests reimbursement for personal property damage.

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Adoption of Resolution No. 16/17-3181 - Establish Education Protection Account for Santa Ana Unified School District

ITEM: Consent

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

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

ITEM SUMMARY:

- Required by Article XIII, Section 36 of the California Constitution.

RATIONALE:

The purpose of this agenda item is to seek Board adoption of Resolution No. 16/17-3181 to establish the Education Protection Account (EPA).

District staff is recommending that the funds from EPA be utilized to pay for teachers' compensation. The receipts and spending of the money will be annually posted on the District's website in January 2018 following the December 2017 presentation of the annual financial audit to the Board of Education.

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

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt Resolution No. 16/17-3181 to establish the Education Protection Account for Santa Ana Unified School District.

TD:ss:mm

RESOLUTION NO. 16/17-3181
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

Establish Education Protection Account for Santa Ana Unified School District

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

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

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

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

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

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

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

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

43
44 WHEREAS, the governing board of the district shall make the spending
45 determinations with respect to monies received from the Education Protection
46 Account in open session of a public meeting of the governing board; and

47
48 WHEREAS, the monies received from the Education Protection Account shall not
49 be used for salaries or benefits for administrators or any other administrative
50 cost; and

51
52 WHEREAS, each community college district, county office of education, school
53 district and charter school shall annually publish on its Internet website an
54 accounting of how money was received from the Education Protection Account and how
55 that money was spent; and

56
57 WHEREAS, the annual independent financial and compliance audit required of
58 community college districts, county offices of education, school districts and
59 charter schools shall ascertain and verify whether the funds provided from the
60 Education Protection Account have been properly disbursed and expended as required
61 by Article XIII, Section 36 of the California Constitution; and

62
63 WHEREAS, expenses incurred by community college districts, county office of
64 education, school districts and charter schools to comply with additional audit
65 requirements of Article XIII, Section 36 may be paid with funding from the
66 Education Protection Act and shall not be considered administrative costs for
67 purposed of Article XIII, Section 36.

68
69 NOW, THEREFORE, BE IT RESOLVED:

- 70
71 1. The monies received from the Education Protection Account shall be spent
72 as required by Article XIII, Section 36 and the spending determinations
73 on how the money will spent shall be made in open session of public
74 meeting of the governing board of the Santa Ana Unified School District.
75
76

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

Date: _____, 2017.

John Palacio, President

Valerie Amezcua, Vice President

Cecilia Iglesias, Clerk

Alfonso Alvarez, Ed.D., Member

Rigo Rodriguez, Ph.D., Member



SANTA ANA UNIFIED SCHOOL DISTRICT

2016-17 Education Protection Account

Program by Resource Report

Expenditures by Function - Detail

Expenditures through: June 30, 2017

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Projected Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF/Revenue Limit Sources	8010-8099	68,106,328.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		68,106,328.00
EXPENDITURES AND OTHER FINANCING USES		
(Functions 1000-9999)	Function Codes	
Instruction	1000-1999	68,106,328.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		68,106,328.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Adoption of Resolution No. 16/17-3182 - Establish Education Protection Account for Advanced Learning Academy

ITEM: Consent

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

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

ITEM SUMMARY:

- Required by Article XIII, Section 36 of the California Constitution.

RATIONALE:

The purpose of this agenda item is to seek Board adoption of Resolution No. 16/17-3182 to establish the Education Protection Account (EPA).

District staff is recommending that the funds from EPA be utilized to pay for teachers' compensation. The receipts and spending of the money will be annually posted on the District's website in January 2018 following the December 2017 presentation of the annual financial audit to the Board of Education.

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

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt Resolution No. 16/17-3182 to establish the Education Protection Account for Advanced Learning Academy.

TD:ss:mm

RESOLUTION NO. 16/17-3182
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

Establish Education Protection Account for Advanced Learning Academy

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

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

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

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

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

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

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

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

43
44 WHEREAS, the governing board of the district shall make the spending
45 determinations with respect to monies received from the Education Protection
46 Account in open session of a public meeting of the governing board; and

47
48 WHEREAS, the monies received from the Education Protection Account shall not
49 be used for salaries or benefits for administrators or any other administrative
50 cost; and

51
52 WHEREAS, each community college district, county office of education, school
53 district and charter school shall annually publish on its Internet website an
54 accounting of how money was received from the Education Protection Account and how
55 that money was spent; and

56
57 WHEREAS, the annual independent financial and compliance audit required of
58 community college districts, county offices of education, school districts and
59 charter schools shall ascertain and verify whether the funds provided from the
60 Education Protection Account have been properly disbursed and expended as required
61 by Article XIII, Section 36 of the California Constitution; and

62
63 WHEREAS, expenses incurred by community college districts, county office of
64 education, school districts and charter schools to comply with additional audit
65 requirements of Article XIII, Section 36 may be paid with funding from the
66 Education Protection Act and shall not be considered administrative costs for
67 purposed of Article XIII, Section 36.

68
69 NOW, THEREFORE, BE IT RESOLVED:

- 70
71 1. The monies received from the Education Protection Account shall be spent
72 as required by Article XIII, Section 36 and the spending determinations
73 on how the money will spent shall be made in open session of public
74 meeting of the governing board of the Santa Ana Unified School District.
75
76

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

Date: _____, 2017.

John Palacio, President

Valerie Amezcua, Vice President

Cecilia Iglesias, Clerk

Alfonso Alvarez, Ed.D., Member

Rigo Rodriguez, Ph.D., Member



SANTA ANA UNIFIED SCHOOL DISTRICT

2016-17 Education Protection Account

Program by Resource Report

Expenditures by Function - Detail

(Advanced Learning Academy)

Expenditures through: June 30, 2017

For Fund 09, Resource 1400 Education Protection Account

Description	Object Codes	Projected Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF/Revenue Limit Sources	8010-8099	45,666.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		45,666.00
EXPENDITURES AND OTHER FINANCING USES		
(Functions 1000-9999)	Function Codes	
Instruction	1000-1999	45,666.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		45,666.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

AGENDA ITEM BACKUP SHEET
May 9, 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 26 new hires for SAUSD, including:

- Activity Supervisor – 4
- After School Instructional Provider – 4
- Food Service Worker - 5
- Licensed Vocational Nurse – 2
- Student Support Paraprofessional – Special Education – 5
- Teacher's Aide – 6

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.

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS 2016-17					
Bandy, Carol	Teacher	Saddleback	June 22, 2017		Retirement - 9 years
Culpepper, Anne	Teacher	Diamond	June 22, 2017		Retirement - 31 years
Curtis, Pamela	Teacher	Lincoln	June 22, 2017		Retirement - 29 years
Hamer, Debra	Teacher	Franklin	June 22, 2017		Retirement - 30 years
Katz, Mark	Teacher	Transition Programs	June 15, 2017		Retirement - 16 years
Longacre, Steven	Principal	Taft	From June 22, 2017 to June 30, 2017		Retirement - 29 years
Magarro, June	Coordinator of Special Projects	ROP	June 30, 2017		Retirement - 31 years
Sokol, Melissa	Teacher	Harvey	June 22, 2017		Retirement - 27 years
Soto, Lillian	Teacher	Jefferson	June 22, 2017		Retirement - 15 years
Spier-Chalk, Cathy	Teacher	Roosevelt	June 22, 2017		Retirement - 21 years
Stadler, Carolyn	Teacher	Santa Ana	June 22, 2017		Retirement - 22 years
Wise, Elena	Teacher	Mitchell	June 22, 2017		Retirement - 30 years

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS 2016-17					
Padilla, Marie	Teacher	Lowell	July 28, 2017		Accepted another position - 6 years
ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Burke, Nicole	Teacher	Mitchell	April 17, 2017	May 12, 2017	Child Care
Lopez, Amanda	Teacher	Mitchell	April 19, 2017	June 7, 2017	Child Care
Yanes, Pryscilla	Teacher	Mitchell	April 24, 2017	April 28, 2017	Child Care
2016-17 LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Chapman, Stephanie	Nurse	Health/Home Instruction	April 8, 2017	June 22, 2017	Other
2017-18 LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Welch, Benjamin	Teacher	Spurgeon	August 11, 2017	June 1, 2018	Family Responsibilities
EXTENDED WORK YEAR 2016-17					
Gutierrez Olivarez, Ana	TOSA	Esqueda	August 15, 2016	August 19, 2016	5 Additional Days
Skibby, Alicia	Program Specialist	Human Resources	April 3, 2017	April 7, 2017	5 Additional Days

Personnel Calendar

Board Meeting - May 9, 2017

[illegible]

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Bengar, Eva	Categorical Budget Analyst	Budget Dept.	June 23, 2017			31 years, 9 months
Contreras, Martha	Instr. Asst. Reading	RTC	June 22, 2017			24 years, 6 months
Jagodnik, Kathleen	Sch. Off. Mgr. Elem.	Greenville	June 30, 2017			27 years, 5 months
Quinones, Jannet	Instr. Asst. Sp. Ed.	Santa Ana	April 28, 2017			29 years, 1 month
Samuels, Peggy	Instr. Asst. DHH Work Training	Godinez	June 21, 2017			25 years, 6 months
RESIGNATIONS						
Garcia, Mary Ann	After School IP	Diamond	April 21, 2017			Personal - 2 years, 3 months
Gonzalez, Gabriel	SSP Sp. Ed.	Century	January 18, 2017			Personal - 1 year, 1 month
Gordon, Jasmine	SSP Sp. Ed.	Willard	April 5, 2017			Personal - 3 months
Saldana, Edgar	After School IP	After School Programs	April 21, 2017			Personal - 5 months
Simon, Anabel	SSP Sp. Ed.	Lincoln	April 25, 2017			Personal - 3 years, 3 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS (Continuation)						
Vazquez, Hector	Activity Supervisor	Wilson	April 19, 2017			Fd. Svc. Wkr. Sub. - 1 year, 3 months
Zuniga Velasquez, Doris	Fd. Svc. Fld. Spvr.	Nutrition Svcs.	March 31, 2017			Personal - 1 year, 7 months
39 MONTH REEMPLOYMENT (100 Day Differential Ended)						
Lopez, Jose	Custodian	Heroes	March 29, 2017			
Ordonez, Gilma	Autism Paraprofessional	Mitchell	April 19, 2017			
VOLUNTARY DEMOTIONS						
Escalante, Janice	Fd. Svc. Wkr.	Saddleback	April 19, 2017		11/6	From Sr. Fd. Svc. Wkr.
Ruiz Castellanos, Oscar	Sr. Fd. Svc. Wkr.	Villa	April 19, 2017		13/4	From Fd. Svc. Spvr. Elem.
Shelton, Jill	Teacher Aide	ECE	April 24, 2017		10/3	From SSP Sp. Ed.
ABSENCES (3 to 20 duty days) - Without Pay						
Marrufo, Yesenia	Instr. Asst. Sev. Dis.	Mitchell	April 24, 2017	May 16, 2017		Personal

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ABSENCES (3 to 20 duty days) - Without Pay (Continuation)						
Mase, Alicia	Fd. Svc. Wkr.	Nutrition Svcs.	March 27, 2017	March 30, 2017		Personal
Penunuri, Valerie	Preschool Teacher	ECE	June 19, 2017	June 23, 2017		Personal
Perez, Jeanette	Licensed Vocational Nurse	Martin	May 8, 2017	June 5, 2017		Personal
NEW HIRES						
Alvarado, Ronnie	Teacher's Aide	ECE	April 10, 2017		10/1	Probationary
Barroso Gamboa, Jessica	Fd. Svc. Wkr.	Nutrition Svcs.	May 10, 2017		11/1	Probationary
Bui, Cindy	After School IP	After School Programs	April 24, 2017		16/1	Probationary
Castellanos, Jocelyn	SSP Sp. Ed.	Carr	March 27, 2017		19/1	Probationary
Clark, Irma	Teacher's Aide	ECE	April 25, 2017		10/1	Probationary
De La Torre, Grecia	Teacher's Aide	ECE	April 18, 2017		10/1	Probationary
Diaz Quiroz, Gloria	Activity Supervisor	Advanced Learning Academy	March 31, 2017		10/1	
Flores Enriquez, Thalia	SSP Sp. Ed.	Santiago	April 17, 2017		19/1	Probationary
Franco, Patricia	Teacher's Aide	ECE	April 17, 2017		10/1	Probationary

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continuation)						
Ichwan, Daven	After School IP	After School Program	April 10, 2017		16/1	Probationary
Kim, Jane	Licensed Vocational Nurse	Health/Home-Hospital Instr.	May 1, 2017		24/1	Probationary
Lizarraga, Kamilee	Activity Supervisor	Esqueda	April 12, 2017		10/1	
Mendoza, Patricia	Teacher's Aide	ECE	March 27, 2017		10/1	Probationary
Moreno, Fernando	After School IP	Carr	April 17, 2017		16/1	Probationary
Ocampo, Laura	Fd. Svc. Wkr.	Nutrition Svcs.	May 10, 2017		11/1	Probationary
Ortega, Jael	SSP Sp. Ed.	Century	April 10, 2017		19/1	Probationary
Parga, Frances	Teacher's Aide	ECE	March 27, 2017		10/1	Probationary
Perez, Maria	Fd. Svc. Wkr.	Nutrition Svcs.	May 10, 2017		11/1	Probationary
Perez-Villanueva, Yenny	Fd. Svc. Wkr.	Nutrition Svcs.	May 10, 2017		11/1	Probationary
Richardson, Bellavadey	Licensed Vocational Nurse	Health/Home-Hospital Instr.	March 27, 2017		24/1	Probationary
Ruiz Rojas, Adilene	Activity Supervisor	Muir	April 18, 2017		10/1	
Salcedo, Marisela	Activity Supervisor	Esqueda	March 31, 2017		10/1	
Zamorano, Adrian	Fd. Svc. Wkr.	Nutrition Svcs.	May 10, 2017		11/1	Probationary

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADDITIONAL ASSIGNMENTS						
Merino, Mayra	SSP Sp. Ed.	Fremont	March 27, 2017		19/1	Probationary
Pham, Ryan	SSP Sp. Ed.	McFadden	April 10, 2017		19/3	Probationary
PROMOTIONAL APPOINTMENTS						
	Community and Family Outreach Liaison					
Cruz, Joel		PSS	May 25, 2017		From 28/6 to 36/3	From Computer Tech.
Guzman, Yulismairi	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 10, 2017		From 11/3 to 15/2	From Fd. Svc. Wkr.
Longacre, David	Instr. Asst. Sev. Dis.	Adams	April 24, 2017		From 19/3 to 20/4	From SSP Sp. Ed.
Lucas, Henry	Sr. Fd. Svc. Wkr.	Carr	April 19, 2017		From 11/3 to 13/3	From Fd. Svc. Wkr.
Maljian, Christine	Sr. Account Clerk	Nutrition Svcs.	May 10, 2017		From 25/4 to 28/4	From Account Clerk
Torres, Laura	Community and Family Outreach Liaison	School Climate	April 24, 2017		From 24/4 to 36/1	From Site Clerk
Vieyra, Kimberly	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 10, 2017		15/2	From Fd. Svc. Wkr.

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REAPPOINTMENT (Returned from Leave)						
Hanson, Victoria	Instr. Asst. Sp. Ed.	Taft	April 17, 2017		15/6	
REASSIGNMENTS						
Atilano, Miguel Jr.	Ath. Flds. Groundskeeper	Godinez	September 21, 2015		25/6	From Groundskeeper
Biscocho, Erlyn	Licensed Vocational Nurse	Health/Home- Hospital Instr.	May 1, 2017		24/6	From ECE
Chavez, Maria	Site Clerk	Sepulveda	April 24, 2017		24/4	From Attendance Tech./ Saddleback
Cortes, Krystal	After School IP	Monte Vista	April 10, 2017		16/2	From Harvey
Cuevas, Juan	After School IP	Fremont	March 27, 2017		16/1	From Itinerant
Gonzalez, Melissa	After School IP	Esqueda	April 14, 2017		16/1	From Itinerant
Hernandez, Jason	After School IP	Garfield	April 14, 2017		16/1	From Sierra
Mojarra, Cynthia	After School IP	Adult Transition	March 28, 2017		16/6	From SAHS
Nguyen, Ai	After School IP	King	March 27, 2017		16/1	From Itinerant
Rodriguez, Rosalinda	After School IP	Hoover	March 27, 2017		16/6	From Madison
Salinas-Medina, Fernanda	After School IP	Sierra	April 14, 2017		16/1	From Itinerant

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADJUSTMENT OF WORKING ASSIGNMENTS						
Escobar Contreras, Nancy	Fd. Svc. Wkr.	Santiago	April 19, 2017		11/4	From 3.5 hours to 6.5 hours
Valencia, Susana	Fd. Svc. Wkr.	Segerstrom	May 10, 2017		11/6	From 3.5 hours to 6.5 hours
TEMPORARY ASSIGNMENTS						
	From Sch. Off. Mgr. Elem. to Interpreter/Translator Sp. Ed.					
Ambroz, Fabiola		Special Ed.	May 1, 2017	June 11, 2017	32/6	
Anaya, Liliana	From Fd. Svc. Wkr. to Fd. Svc. Spvr. Elem.	Nutrition Svcs.	April 20, 2017	June 2, 2017	15/5	
Arambula, Rosalina	From Site Clerk to Attendance Tech.	Godinez	March 24, 2017	June 23, 2017	24/2	
	From Mgr. of Custodial Svcs. to Mgr. of Maintenance & Operations					
Arroyos, Paul		Bldg. Svcs.	August 15, 2016	October 31, 2016	Level 34/1	
Avina de Cisneros, Maria	From Fd. Svc. Wkr. to Sr. Fd. Svc. Wkr.	Nutrition Svcs.	April 10, 2017	April 28, 2017	13/6	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)						
Boyd, James	From Electronic Equip. Tech. to Interim Mgr. of Low-Voltage & Electrical Trades	Bldg. Svcs.	April 1, 2017	April 30, 2017	Level 22/1	
Chavez, Manuel	Sch. Police Spvr./Sgt. to Interim Police Lieutenant	School Police	April 3, 2017	July 31, 2017	Level 41/3	
Cordon, Avelly	From Site Clerk to Registrar Int.	Spurgeon	April 14, 2017	April 20, 2017	24/6	
Diaz, Jaime	From Site Clerk to Sch. Off. Asst. Sec.	Willard	April 13, 2017	April 18, 2017	24/5	
Esparza, Juan	From Custodian to Plant Cust. Elem.	Bldg. Svcs.	March 23, 2017	March 27, 2017	28/5	
Lopez, Priscilla	From Site Clerk to Sch. Off. Asst. Sec.	Century	May 3, 2017	May 26, 2017	24/3	
Machado-Diaz, Luciana	From Site Clerk to Attendance Tech.	Saddleback	April 25, 2017	June 30, 2017	24/6	
Melara, Kimberlie del Carmen	From Site Clerk to Sch. Acct. Clerk	Godinez	April 13, 2017	June 30, 2017	25/2	
Melgar, Mark Jr.	From Custodian to Plant Cust. Elem.	Bldg. Svcs.	March 29, 2017	March 31, 2017	28/1	
Najera, Julia	From Sr. Fd. Svc. Wkr. to Fd. Svc. Spvr. Int.	Nutrition Svcs.	April 10, 2017	April 14, 2017	27/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)						
Nieto, Cesar	From Custodian to Plant Cust. Elem.	Bldg. Svcs.	March 29, 2017	March 31, 2017	28/5	
Phillips, Kevin	From Sch. Police Spvr./Sgt. to Interim Police Lieutenant	School Police	April 3, 2017	July 31, 2017	Level 41/3	
Plaza, Leonor	From Dept. Spec. to Admin. Secretary	Deputy Supts. Office	April 24, 2017	June 30, 2017	30/6	
Robles, Celeste	From After Sch. IP to Site Coordinator	After School Programs	April 10, 2017	April 14, 2017	\$25	
Roman Antunez, Luz	From After Sch. IP to Site Coordinator	After School Programs	April 17, 2017	April 21, 2017	\$25	
Torres, Elizabeth	From Site Clerk to Department Specialist	K-12 Curriculum Instr./Staff Development	April 24, 2017	June 30, 2017	28/1	
Ugalde, Victor	From Custodian to Lead Custodian HS	Bldg. Svcs.	February 1, 2017	March 31, 2017	28/5 + Diff.	
Van Holt, Mark	From Police Lieutenant to Interim Chief of Sch. Police Svcs.	School Police	April 3, 2017	July 31, 2017	Level 58/1	
Vargas, Juan	From Custodian to Plant Cust. HS	Bldg. Svcs.	April 10, 2017	April 14, 2017	35/2	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SHIFT DIFFERENTIAL						
Bourne, Clifford	School Police Officer	School Police	November 19, 2016	June 30, 2017	40/P1 + Graveyard	
Krantz, Peter	School Police Officer	School Police	January 1, 2017	June 30, 2017	40/P4B + Graveyard	
Rodriguez, Danny	School Police Officer	School Police	January 1, 2017	June 30, 2017	40/P7A + Graveyard	
Sogsti, Stephen	School Police Officer	School Police	January 1, 2017	June 30, 2017	40/P7A + Graveyard	
HOURLY APPOINTMENTS						
Contreras-Macias, Alejandra	Instr. Asst. Provider	Sierra	April 13, 2017		16/1	
Medina, Laura	Instr. Asst. Provider	Lorin Grisct	April 25, 2017		16/1	
Molina, Andrea	Instr. Asst. Provider	Godinez	April 18, 2017		16/1	
Partida, Francisco	Instr. Asst. Provider	Segerstrom	April 14, 2017		16/1	
Tran, Trisha	Instr. Asst. Provider	Century	April 5, 2017		16/1	
Trujillo, Mosselle	Instr. Asst. Provider	Saddleback	April 11, 2017		16/1	
Vuong, Tiffany	Instr. Asst. Provider	Deputy Supts. Office	March 3, 2017		16/1	
SUBSTITUTES						
Bermudez, Julie	Clerical		March 31, 2017		20/1	
Castro, Anthony	Clerical		March 31, 2017		20/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SUBSTITUTES (Continuation)						
Cueva, Marcia	Clerical		March 31, 2017		20/1	
Gucfa II, Stephen	Clerical		April 17, 2017		20/1	
Gutierrez, Ashley	Clerical		April 17, 2017		20/1	
Gutierrez, Dennis	Custodian		April 17, 2017		23/1	
Hoe, Steen	Custodian		April 17, 2017		23/1	
Koukios, Karli	Instr. Asst.		April 20, 2017		19/1	
Muñoz, Gabriela	Clerical		March 31, 2017		20/1	
Rios, Ileine	Clerical		April 17, 2017		20/1	
Rojas, Omar	District Safety Officer		April 17, 2017		31/1	
Young, Stacy	Clerical		March 31, 2017		20/1	
ATHLETIC SPECIALIST						
Alaman Sr., Alvin	Head Tennis Coach	Valley	February 13, 2017		\$28.04	
Alaman, Alvin Jr.	Asst. Track Coach	Godinez	February 13, 2017		\$22.43	
Alcala Orozco, Jorge	Asst. Track Coach	Godinez	February 13, 2017		\$22.43	
Amezcu, Carlos	Asst. Track Coach	Saddleback	February 13, 2017		\$22.43	
Avalos, Raymond	Asst. Football Coach	Segerstrom	May 31, 2017		\$28.04	
Brown, Kristin	Asst. Football Coach	Santa Ana	May 31, 2017		\$28.04	
Buenrostro, Enrique	Head Baseball Coach	Santa Ana	February 13, 2017		\$28.04	
Burkhardt, Mark	Head Baseball Coach	Santa Ana	February 13, 2017		\$28.04	
Casas, Guillermo	Asst. Softball Coach	Segerstrom	February 13, 2017		\$22.43	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Castellanos, Clarissa	Asst. Softball Coach	Godinez	February 13, 2017		\$22.43	
Castro, Thomas	Asst. Track Coach	Santa Ana	February 13, 2017		\$22.43	
Castro Herrera, Juan	Asst. Volleyball Coach	Santa Ana	February 13, 2017		\$22.43	
Chio Alarcon, Miguel	Head Tennis Coach	Saddleback	February 13, 2017		\$28.04	
Cisneros, Isaac	Asst. Baseball Coach	Saddleback	February 13, 2017		\$22.43	
Conde, Anelly	Asst. Track Coach	Godinez	February 13, 2017		\$22.43	
Contreras, Andres	Asst. Tennis Coach	Santa Ana	February 13, 2017		\$22.43	
Crow, Jeremy	Asst. Football Coach	Valley	May 29, 2017		\$28.04	
Cruz, Joel	Head Track Coach	Santa Ana	February 13, 2017		\$28.04	
Cruz, Maer	Head Coach					
Davalos, Lizzeth	Swimming	Santa Ana	February 13, 2017		\$28.04	
De La Torre, Raul	Asst. Softball Coach	Godinez	February 13, 2017		\$22.43	
Dobbs, Ian	Asst. Track Coach	Saddleback	February 13, 2017		\$22.43	
Duenas, Evelyn	Asst. Track Coach	Segerstrom	February 13, 2017		\$22.43	
Egan, Carrie	Asst. Softball Coach	Godinez	February 13, 2017		\$22.42	
Fulford, Tracey	Asst. Softball Coach	Valley	February 13, 2017		\$22.43	
Gonzalez, Francisco	Asst. Track Coach	Segerstrom	February 13, 2017		\$22.43	
Gutierrez-Cueva, Celso	Asst. Swimming Coach	Saddleback	February 13, 2017		\$22.43	
	Asst. Track Coach	Saddleback	February 13, 2017		\$22.43	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Heathington, Thomas	Asst. Track Coach	Godinez	February 13, 2017		\$22.43	
Heiland, Danielle	Asst. Swimming Coach	Santa Ana	February 13, 2017		\$22.43	
Huynh, Tommy	Asst. Volleyball Coach	Valley	February 13, 2017		\$22.43	
Johnson, Ryan	Asst. Football Coach	Valley	May 29, 2017		\$28.04	
Karanzias, Kristen	Head Softball Coach	Valley	February 13, 2017		\$28.04	
Kuzmic, Timothy	Asst. Football Coach	Saddleback	May 29, 2017		\$28.04	
Lambert, Dakota	Asst. Track Coach	Santa Ana	February 13, 2017		\$22.43	
Lambert, Dakota	Asst. Football Coach	Santa Ana	May 31, 2017		\$28.04	
Ledezma, Alonso	Asst. Volleyball Coach	Saddleback	February 29, 2017		\$22.43	
Logue, William	Asst. Volleyball Coach	Godinez	February 13, 2017		\$22.43	
Lopez, David	Asst. Track Coach	Saddleback	February 13, 2017		\$22.43	
Macias, Alfredo	Asst. Football Coach	Segerstrom	May 31, 2017		\$28.04	
Malavasi, William	Head Football Coach	Saddleback	May 29, 2017		\$33.64	
Mateo, Patricia	Asst. Track Coach	Santa Ana	February 13, 2017		\$22.43	
Mazariegos, Melissa	Asst. Lacrosse Coach	Segerstrom	February 20, 2017		\$22.43	
Medina, Abel	Asst. Baseball Coach	Godinez	February 13, 2017		\$22.43	
Medina, Edward	Head Softball Coach	Godinez	March 17, 2017		\$28.04	
Mejia, Miguel	Asst. Track Coach	Segerstrom	February 13, 2017		\$22.43	
Mohr, James	Asst. Football Coach	Valley	May 29, 2017		\$28.04	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Nava, Carlos	Asst. Track Coach	Santa Ana	February 13, 2017		\$22.43	
Nava, Imelda	Asst. Track Coach	Segerstrom	February 13, 2017		\$22.43	
Nunez, Alvaro	Asst. Softball Coach	Valley	February 13, 2017		\$22.43	
Ocampo, Jose	Asst. Baseball Coach	Godinez	February 13, 2017		\$22.43	
Ogata, Burt	Head Baseball Coach	Saddleback	February 13, 2017		\$28.04	
Ogata, Monique	Asst. Softball Coach	Saddleback	February 13, 2017		\$22.43	
Orosco, Bernardo	Asst. Wrestling Coach	Valley	February 13, 2017		\$22.43	
Orozco, Natanael	Asst. Swimming Coach	Valley	February 13, 2017		\$22.43	
Perez, Antonio	Asst. Volleyball Coach	Saddleback	February 13, 2017		\$22.43	
Pineda, Jesus	Asst. Track Coach	Valley	February 13, 2017		\$22.43	
Pineda Torres, Gerzain	Asst. Track Coach	Valley	February 13, 2017		\$22.43	
Poploskie, Benjamin	Asst. Lacrosse Coach	Segerstrom	March 24, 2017		\$22.43	
Ramirez, Erasmo	Head Coach Baseball	Segerstrom	February 13, 2017		\$28.04	
Ramirez, Ivan	Asst. Baseball Coach	Segerstrom	February 13, 2017		\$22.43	
Razo Vargas, Jesus	Asst. Volleyball Coach	Santa Ana	February 13, 2017		\$22.43	
Rivera, Jocelyn	Asst. Track Coach	Saddleback	February 13, 2017		\$22.43	
Saldana, Jonathan	Asst. Baseball Coach	Santa Ana	February 13, 2017		\$22.43	
Sanchez, Jose	Asst. Track Coach	Century	February 13, 2017		\$22.43	
Schlesinger, Donald	Asst. Football Coach	Valley	May 29, 2017		\$28.04	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 9, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Scott, Elysse	Asst. Volleyball Coach	Segerstrom	February 13, 2017		\$22.43	
Sophabmixay, Peter	Asst. Swimming Coach	Valley	February 13, 2017		\$22.43	
Slater, David	Asst. Football Coach	Saddleback	May 29, 2017		\$28.04	
Sok, Johnny	Asst. Volleyball Coach	Godinez	February 13, 2017		\$22.43	
Teran, Diego	Asst. Tennis Coach	Santa Ana	February 13, 2017		\$22.43	
Tran, Joseph	Asst. Lacrosse Coach	Segerstrom	March 3, 2017		\$22.43	
Trinh, Daniel	Asst. Tennis Coach	Segerstrom	February 13, 2017		\$22.43	
Trinh, Jack	Asst. Tennis Coach	Segerstrom	February 13, 2017		\$22.43	
Tukia, John Jr.	Asst. Track Coach	Santa Ana	February 13, 2017		\$22.43	
Tukia, John Jr.	Asst. Football Coach	Santa Ana	May 29, 2017		\$28.04	
Vazquez, David	Asst. Baseball Coach	Segerstrom	February 13, 2017		\$22.43	
Varga, Jessica	Asst. Lacrosse Coach	Segerstrom	March 24, 2017		\$22.43	
Williams, Jeffrey	Asst. Football Coach	Saddleback	May 29, 2017		\$28.04	
Wong, Stacey	Asst. Track Coach	Segerstrom	February 13, 2017		\$22.43	
Zuniga Magno, Oscar	Asst. Track Coach	Saddleback	February 13, 2017		\$22.43	

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Material Revision of Advanced Learning Academy District
Dependent Charter School Petition

ITEM: Public Hearing

SUBMITTED BY: Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and
Learning

PREPARED BY: Mavis Mitchell, Charter Schools Financial Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing for the material revisions to the Advanced Learning Academy District Dependent Charter School petition.

ITEM SUMMARY:
<ul style="list-style-type: none">• Conduct a public hearing for material revisions to the charter for Advanced Learning Academy District Dependent Charter School.

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

RATIONALE:

The District is required to comply with California Education Code Section 47605(b) to hold a public hearing on the provisions of a submitted charter petition within 30 days of receipt of the petition.

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

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

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Conduct a Public Hearing at the regular meeting of the Santa Ana Unified School District Board on May 9, 2017, to consider materials revisions to the Advanced Learning Academy District Dependent Charter School Petition.

AJ:MM:mo

Santa Ana Unified School District
Educational Services

NOTICE OF PUBLIC HEARING

Pursuant of Education Code Section 42605, the
Santa Ana Unified School District Board of Education Hereby Gives Notice
that a Public Hearing will be held as follows:

TOPIC OF HEARING:

Material Revision of Advanced Learning Academy Charter Petition

Copy of this proposal is available for further review at:

Educational Services Department
SANTA ANA UNIFIED SCHOOL DISTRICT – 2nd Floor
1601 E. Chestnut Avenue
Santa Ana, California 92701

**After the Public Hearing, the Santa Ana Unified School District Board of
Education will take action to consider the Material Revision of Advanced
Learning Academy Charter Petition at the May 9th Board Meeting**

HEARING DATE: **Tuesday, May 9, 2017**

TIME: **6:00 p.m.**

LOCATION: **Santa Ana Unified School District Office**
Board Room
1601 E. Chestnut Avenue
Santa Ana, California 92701

FOR ADDITIONAL INFORMATION CONTACT:

Alfonso Jimenez, Ed.D.
Assistant Superintendent, K-12 Teaching and Learning
(714) 558-5679

Distrito Escolar Unificado de Santa Ana
Servicios Educativos

AVISO DE AUDIENCIA PÚBLICA

De conformidad con la Sección 42605 del Código Educativo, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana llevará a cabo una Audiencia Pública con respecto a:

TEMA DE LA AUDIENCIA:

Revisión Material de la Petición de Escuela Estatutaria para Advanced Learning Academy

Hay una copia de esta petición disponible para revisión en:

Oficinas del Departamento de Servicios Educativos
DISTRITO ESCOLAR UNIFICADO DE SANTA ANA – Segundo Piso
1601 E. Chestnut Avenue
Santa Ana, California 92701

Después de la Audiencia Pública, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana tomara acción para considerar la petición de escuela estatutaria para Advanced Learning Academy en la reunión de la Mesa Directiva del 9 de mayo del 2017

FECHA DE AUDIENCIA: Martes, 9 de mayo del 2017

HORA: 6:00 p.m.

LUGAR: Distrito Escolar Unificado de Santa Ana
Salón de la Mesa Directiva
1601 E. Chestnut Avenue
Santa Ana, California 92701

PARA MAYOR INFORMACIÓN, FAVOR DE COMUNICARSE CON:

Dr. Alfonso Jimenez
Asistente del Superintendente, K-12 Enseñanza y Aprendizaje
(714) 558-5679

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Santa Ana Unified School District's Initial Bargaining Proposal to Santa Ana School Police Officers Association for 2017-18 School Year

ITEM: Public Hearing

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 conduct a public hearing for the Santa Ana Unified School District's Initial Bargaining Proposal to the Santa Ana School Police Officers Association (SASPOA) for the 2017-18 school year in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the proposal must be "sunshined" for public comment at a Board of Education meeting.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Conduct the public hearing for the Santa Ana Unified School District's (SAUSD) Initial Bargaining Proposal to the Santa Ana School Police Officers Association's (SASPOA) for the 2017-18 school year.

Santa Ana Unified School District

NOTICE OF PUBLIC HEARING

Under the provision of Government Code Section 3547, the Proposal must be “sunshined” to the Public and the Board of Education Hereby Gives Notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

**Santa Ana Unified School District’s
Initial Bargaining Proposal to the
Santa Ana School Police Officers Association
for the
2017-18 School Year**

HEARING DATE: Tuesday, May 9, 2017

TIME: 6:00 p.m.

LOCATION: Santa Ana Unified School District
Board Room
1601 E. Chestnut Avenue
Santa Ana, CA 92701
(714) 558-5510



NEGOTIATIONS PREAMBLE

It is undeniable that there is a wide gap between the educational outcomes achieved by students of color and/or students from disadvantaged backgrounds and the results achieved by students who are from non-minority or more affluent backgrounds. Statewide economically disadvantaged students show an 11.5% gap in English Language Arts and 9.2% in Mathematics. English learners show an even greater gap.

Eliminating the "achievement gap" is a moral imperative which the State of California has now legally obligated the Santa Ana Unified School District to eliminate. The legislation and regulations establishing the Local Control and Accountability Plans (LCAP) system specify the funding and accountability mechanisms to accomplish this goal. Simply put, the law requires that the District use its State funding, especially the additional funding it receives on account of the disadvantaged backgrounds of its students, to directly address achievement gap issues. Public school districts, through their LCAPs are given great flexibility so that each community can address its particular needs - and each school district is accountable for the effectiveness of its plans and the use of the extra monies the State provides.

This is a new paradigm/model of State funding and accountability. It requires the District to think, plan and act differently to achieve better educational outcomes on an immediate and ongoing basis.

Accordingly, the District has prepared this initial proposal to commence a discussion with the Santa Ana School Police Officers Association on changes to the collective bargaining agreement needed for the Santa Ana educational community to collaboratively eliminate the achievement gap, and address safety matters at the Santa Ana Unified School District. The particular areas the District proposes for discussion at this time are set forth below:

BOARD OF EDUCATION

**Santa Ana Unified School District's
(SAUSD)
Initial Proposal**

**To
Santa Ana School Police Officers
Association
(SASPOA)**

2017-2018

May 9, 2017

Article III HOURS OF WORK

The District has an interest in clarifying the language within the article.

Article IV: WAGES AND WAGE PROVISIONS

The District has an interest in ensuring fair employee compensation in alignment with the LCAP priorities of enhancing services to students.

Article IX EVALUATIONS PROCEDURES

The District has an interest in clarifying and updating language addressing the probationary period for school police officers.

Article XI: EMPLOYEE BENEFITS

The District has an interest in clarifying the Health Benefits Authority (HBA) language within the contract.

Article XIV: TERM OF AGREEMENT AND REOPENER

The District has an interest in updating contract language to the terms of the agreement.

The District reserves the right to add, delete, or modify these proposals as determined through the negotiations process.

AGENDA ITEM BACKUP SHEET

May 9, 2017

Board Meeting

TITLE: **Public Disclosure of Tentative Agreement with California School Employees Association (CSEA)**

ITEM: **Public Hearing**

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

PREPARED BY: **Swandayani Singgih, Director, Budget**

BACKGROUND INFORMATION:

Under the provisions of Government Code Section 3547.5, local educational agencies are required to publicly disclose the provisions of all collectively-bargained agreements before entering into a written agreement.

RATIONALE:

The purpose of this agenda is to conduct a public hearing for the Tentative Agreement reached with the California School Employees Association. This agreement culminates a process that allowed both parties to address contractual concerns as listed in their respective initial proposals.

In accordance with AB 1200 certification requirements, a copy of this Disclosure was filed and approved by OCDE. County Office approval is required prior to acceptance and approval by the local Board of Education. Under AB 2756/1200, the Superintendent and Chief Business Official are required to certify that costs incurred under the Tentative Agreement with the California School Employees Association can be met during the term of agreement.

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

FUNDING:

General Fund: \$1,164,963 one time
 \$1,481,678 on-going
Total: \$2,646,641

RECOMMENDATION:

For information only.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: **SANTA ANA UNIFIED SCHOOL DISTRICT**

Name of Bargaining Unit: **California School Employees' Association**

Certificated, Classified, Other: **Classified**

The proposed agreement covers the period beginning: **July 1, 2016** and ending: **June 30, 2019**
(date) (date)

The Governing Board will act upon this agreement on: **May 9, 2017**
(date)

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY 2016-17	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2016-17	Year 2 Increase/(Decrease) FY 2017-18	Year 3 Increase/(Decrease) FY 2018-19
1	Salary Schedule Increase (Decrease): 1% increase to salary schedule effective 7/1/16	\$ 88,518,700	\$ 885,187	\$ 885,187	\$ 885,187
			1.00%	1.00%	1.00%
2	Step and Column Increase (Decrease)	\$ -	\$ -	\$ -	\$ -
3	Other Compensation - 1% one time off- schedule raise in 2016-17		\$ 894,039	\$ -	\$ -
	Description of other compensation: 2 additional work days for 9.5 month instructional unit members including all LVNs and Bilingual Techs		\$ 314,340	\$ 315,126	\$ 315,914
	Description of other compensation: 8 elementary schools with enrollment of 850 or greater will have 8 hour Library Media Tech		\$ 9,373	\$ 93,774	\$ 94,008
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 22,250,946	\$ 541,848	\$ 347,035	\$ 388,494
			2.44%	1.56%	1.75%
5	Health/Welfare Plans: Eligibility of 4 elementary Library Media Techs	\$ 20,528,192	\$ 1,855	\$ 45,532	\$ 48,264
			0.01%	0.22%	0.24%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 131,297,838	\$ 2,646,641	\$ 1,686,654	\$ 1,731,867
7	Total Number of Represented Employees (Use FTEs if appropriate)	1,998.22			
8	Total Compensation <u>Average</u> Cost per Employee	\$ 65,707	n/a	n/a	n/a
			0.00%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The approved negotiated percentage increases for Year 1 are as follows:

- a. 1% ongoing salary raise
- b. 1.01% one-time, off-schedule salary raise
- c. 0.36% ongoing salary cost for 2 additional work days for instructional unit members, all LVNs and Bilingual Techs
- d. 0.01% ongoing salary increase for 8 elementary schools with enrollment of 850 or greater having 8 hour Library Media Techs (a 1-month cost)
- e. 0.01% increase in Health and Welfare cost for 4 eligible elementary Library Media Techs (a 1-month cost)

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary.

A. Effective July 1, 2016 each bargaining unit member in paid status with the District as of the ratification date of the Tentative Agreement (TA) shall receive 1% salary increase as well as a 1% one-time, off-schedule payment. B. Effective July 1, 2016 the work year calendar for all 9.5-month instructional unit members shall be increased from 180 days to 182 days. C. Effective July 1, 2016 the work year calendar for LVNs and Bilingual Techs shall be increased from 183 days to 185 days. . D. Effective upon ratification of the TA and the revision of the Library Media Technician (LMT) job description all LMT positions at eight elementary schools with enrollment of 850 or greater that are projected to maintain enrollment greater than 850 the following year shall be increased to 8 hours per day. Should a school enrollment fall below 850 the District shall negotiate with CSEA the decision and the effects to reduce the position. The parties agree that there will be no bumping process or displacement of any LMT at sites in which the hours have increased until such positions become vacant. When an 8 hour LMT position becomes available through attrition, the District will use the existing contract provisions to fill the vacancy.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

Please see Article 11.0 Employee Benefits of the Tentative Agreement.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Changes in Non-compensation Items. 1) Clean up language in the Collective Bargaining Agreement; 2) Term of Agreement and Reopener; 3) Memorandum of Understanding between SAUSD and CSEA and its Chapter 41 as a resolution to the timely completion of the new and/or revised job descriptions (see attached).

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

For 2017-18 and 2018-19 negotiations the District and Association may propose contractual changes limited to salaries, fringe benefits, and any three additional articles for the 2017-18 and 2018-19 school years.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Based on the multi-year figures used at 2016-17 Second Interim which are the figures used in this document this agreement does not create deficit spending.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

- G. Source of Funding for Proposed Agreement**

1. Current Year

General Fund and Other Funds

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

It will be funded with ongoing revenue plus new revenue for that year as well as the reprioritization of funding allocations.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **California School Employees' Association**

	Column 1 Latest Board- Approved Budget Before Settlement (Second Interim)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 515,335,938	\$ -	\$ -	\$ 515,335,938
Remaining Revenues (8100-8799)	\$ 25,866,435	\$ -	\$ -	\$ 25,866,435
TOTAL REVENUES	\$ 541,202,372	\$ -	\$ -	\$ 541,202,372
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 217,620,917	\$ -	\$ -	\$ 217,620,917
Classified Salaries (2000-2999)	\$ 54,677,036	2,102,939	\$ -	\$ 56,779,975
Employee Benefits (3000-3999)	\$ 88,358,356	\$ 543,702	\$ -	\$ 88,902,058
Books and Supplies (4000-4999)	\$ 17,047,890	\$ -	\$ -	\$ 17,047,890
Services, Other Operating Expenses (5000-5999)	\$ 53,996,403	\$ -	\$ -	\$ 53,996,403
Capital Outlay (6000-6599)	\$ 2,439,168	\$ -	\$ -	\$ 2,439,168
Other Outgo (7100-7299) (7400-7499)	\$ 2,491,748	\$ -	\$ -	\$ 2,491,748
Direct Support/Indirect Cost (7300-7399)	\$ (6,323,146)	\$ -	\$ -	\$ (6,323,146)
Other Adjustments				
TOTAL EXPENDITURES	\$ 430,308,372	\$ 2,646,641	\$ -	\$ 432,955,013
OPERATING SURPLUS (DEFICIT)	\$ 110,894,001	\$ (2,646,641)	\$ -	\$ 108,247,359
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 24,213,795	\$ -	\$ -	\$ 24,213,795
CONTRIBUTIONS (8980-8999)	\$ (79,827,578)	\$ -	\$ -	\$ (79,827,578)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 6,852,628	\$ (2,646,641)	\$ -	\$ 4,205,987
BEGINNING BALANCE	\$ 71,177,068			\$ 71,177,068
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 78,029,696	\$ -	\$ -	\$ 75,383,055
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,190,000	\$ -	\$ -	\$ 1,190,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ 15,000,000	\$ (2,699,574)	\$ -	\$ 12,300,426
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 48,475,071	\$ -	\$ -	\$ 48,475,071
Reserve for Economic Uncertainties (9789)	\$ 13,364,625	\$ 52,933	\$ -	\$ 13,417,558
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **California School Employees' Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (Second Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 132,386,440	\$ -	\$ -	\$ 132,386,440
TOTAL REVENUES	\$ 132,386,440	\$ -	\$ -	\$ 132,386,440
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 64,028,952	\$ -	\$ -	\$ 64,028,952
Classified Salaries (2000-2999)	\$ 36,074,289	\$ -	\$ -	\$ 36,074,289
Employee Benefits (3000-3999)	\$ 58,097,699	\$ -	\$ -	\$ 58,097,699
Books and Supplies (4000-4999)	\$ 19,023,621	\$ -	\$ -	\$ 19,023,621
Services, Other Operating Expenses (5000-5999)	\$ 24,970,157	\$ -	\$ -	\$ 24,970,157
Capital Outlay (6000-6599)	\$ 4,220,748	\$ -	\$ -	\$ 4,220,748
Other Outgo (7100-7299) (7400-7499)	\$ 3,243,307	\$ -	\$ -	\$ 3,243,307
Direct Support/Indirect Cost (7300-7399)	\$ 4,050,320	\$ -	\$ -	\$ 4,050,320
Other Adjustments				
TOTAL EXPENDITURES	\$ 213,709,094	\$ -	\$ -	\$ 213,709,094
OPERATING SURPLUS (DEFICIT)	\$ (81,322,654)	\$ -	\$ -	\$ (81,322,654)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 79,827,578	\$ -	\$ -	\$ 79,827,578
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,495,076)	\$ -	\$ -	\$ (1,495,076)
BEGINNING BALANCE	\$ 14,492,860			\$ 14,492,860
Prior-Year Adjustments/Restatements (9793/9795)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 12,997,783	\$ -	\$ -	\$ 12,997,783
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 12,997,783	\$ -	\$ -	\$ 12,997,783
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **California School Employees' Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (Second Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 515,335,938	\$ -	\$ -	\$ 515,335,938
Remaining Revenues (8100-8799)	\$ 158,252,875	\$ -	\$ -	\$ 158,252,875
TOTAL REVENUES	\$ 673,588,813	\$ -	\$ -	\$ 673,588,813
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 281,649,870	\$ -	\$ -	\$ 281,649,870
Classified Salaries (2000-2999)	\$ 90,751,325	\$ 2,102,939	\$ -	\$ 92,854,264
Employee Benefits (3000-3999)	\$ 146,456,055	\$ 543,702	\$ -	\$ 146,999,757
Books and Supplies (4000-4999)	\$ 36,071,511	\$ -	\$ -	\$ 36,071,511
Services, Other Operating Expenses (5000-5999)	\$ 78,966,560	\$ -	\$ -	\$ 78,966,560
Capital Outlay (6000-6599)	\$ 6,659,916	\$ -	\$ -	\$ 6,659,916
Other Outgo (7100-7299) (7400-7499)	\$ 5,735,055	\$ -	\$ -	\$ 5,735,055
Direct Support/Indirect Cost (7300-7399)	\$ (2,272,825)	\$ -	\$ -	\$ (2,272,825)
Other Adjustments				
TOTAL EXPENDITURES	\$ 644,017,466	\$ 2,646,641	\$ -	\$ 646,664,107
OPERATING SURPLUS (DEFICIT)	\$ 29,571,346	\$ (2,646,641)	\$ -	\$ 26,924,705
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 24,213,795	\$ -	\$ -	\$ 24,213,795
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 5,357,552	\$ (2,646,641)	\$ -	\$ 2,710,911
BEGINNING BALANCE	\$ 85,669,927			\$ 85,669,927
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 91,027,479	\$ (2,646,641)	\$ -	\$ 88,380,838
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,190,000	\$ -	\$ -	\$ 1,190,000
Restricted Reserves (9740)	\$ 12,997,783	\$ -	\$ -	\$ 12,997,783
Stabilization Arrangements (9750)	\$ 15,000,000	\$ (2,699,574)	\$ -	\$ 12,300,426
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 48,475,071	\$ -	\$ -	\$ 48,475,071
Reserve for Economic Uncertainties (9789)	\$ 13,364,625	\$ 52,933	\$ -	\$ 13,417,558
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employees' Association**

	2016-17	2017-18	2018-19
	Total Second Interim Budget Before Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 515,335,938	\$ 507,353,143	\$ 508,268,196
Remaining Revenues (8100-8799)	\$ 158,252,875	\$ 128,451,665	\$ 123,406,935
TOTAL REVENUES	\$ 673,588,813	\$ 635,804,808	\$ 631,675,130
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 281,649,870	\$ 270,536,286	\$ 265,399,335
Classified Salaries (2000-2999)	\$ 92,854,264	\$ 92,329,550	\$ 92,533,035
Employee Benefits (3000-3999)	\$ 146,999,757	\$ 154,119,516	\$ 163,541,849
Books and Supplies (4000-4999)	\$ 36,071,511	\$ 32,465,757	\$ 27,565,370
Services, Other Operating Expenses (5000-5999)	\$ 78,966,560	\$ 65,332,908	\$ 65,486,016
Capital Outlay (6000-6999)	\$ 6,659,916	\$ 5,382,543	\$ 2,682,301
Other Outgo (7100-7299) (7400-7499)	\$ 5,735,055	\$ 5,735,055	\$ 5,735,055
Direct Support/Indirect Cost (7300-7399)	\$ (2,272,825)	\$ (2,272,825)	\$ (2,272,825)
Other Adjustments			
TOTAL EXPENDITURES	\$ 646,664,107	\$ 623,628,789	\$ 620,670,136
OPERATING SURPLUS (DEFICIT)	\$ 26,924,705	\$ 12,176,019	\$ 11,004,994
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 24,213,795	\$ 6,032,925	\$ 5,428,639
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,710,911	\$ 6,143,093	\$ 5,576,355
BEGINNING BALANCE	\$ 85,669,927	\$ 88,380,838	\$ 94,523,931
CURRENT-YEAR ENDING BALANCE	\$ 88,380,838	\$ 94,523,931	\$ 100,100,286
COMPONENTS OF ENDING BALANCE:			
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
Nonspendable Reserves (9711-9719)	\$ 1,190,000	\$ 1,190,000	\$ 1,190,000
Restricted Reserves (9740)	\$ 12,997,783	\$ 7,830,410	\$ 4,293,322
Stabilization Arrangements (9750)	\$ 12,300,426	\$ 7,696,561	\$ 93,519
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 48,475,071	\$ 65,213,726	\$ 82,001,470
Reserve for Economic Uncertainties (9789)	\$ 13,417,558	\$ 12,593,234	\$ 12,521,976
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 670,877,902	\$ 629,661,714	\$ 626,098,775
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 13,417,558	\$ 12,593,234	\$ 12,521,976

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Stabilization Arrangements (9750)	\$ 12,300,426	\$ 7,696,561	\$ 93,519
b.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 13,417,558	\$ 12,593,234	\$ 12,521,976
c.	General Fund Budgeted Unrestricted Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -
d.	General Fund Negative Ending Balances in Restricted Resources	\$ -	\$ -	\$ -
e.	Special Reserve Fund (Fund 17) Budgeted Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
f.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
g.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -
h.	Total Available Reserves	\$ 25,717,984	\$ 20,289,795	\$ 12,615,495
i.	Total Available Reserves Percentage	3.83%	3.22%	2.01%

3. Do unrestricted reserves meet the state minimum reserve amount?

2016-17	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Santa Ana Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees' Association Bargaining Unit, during the term of the agreement from July 1, 2016 to June 30, 2019.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	2,646,641
Ending Balance Increase (Decrease)	(2,646,641)

N/A ____ (No budget revisions necessary)

District Superintendent
(Signature)

Date

Chief Business Officer
(Signature)

Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

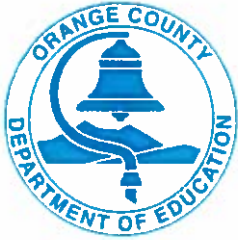
Date

President or Clerk of Governing Board
(Signature)

Date

Swandayani Singgih
Contact Person

(714) 558-5895
Phone



May 4, 2017

John Palacio, Board President
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701-6322

Stefanie P. Phillips, Ed.D., District Superintendent
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701-6322

Re: Disclosure of Collective Bargaining Agreement – California School Employees Association, Chapter 41 (CSEA)

Dear Mr. Palacio and Dr. Phillips:

Thank you for the submission of the disclosure of collective bargaining agreement for the California School Employees Association, Chapter 41 (CSEA) bargaining unit. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The tentative agreement covers the period from July 1, 2016 and remains in effect until June 30, 2019. The District and CSEA agree to a 1.0% increase to the salary schedule effective July 1, 2016, plus a one-time off schedule increase of 1.0% for all unit members in paid status with the District as of the ratification date of the tentative agreement.

The work year calendars for all 9.5-month instructional unit members, LVNs and Bilingual Techs shall be increased by two additional days effective July 1, 2016. In addition, effective upon ratification of the tentative agreement, the parties agree to increase the work hours to eight hours per day for all Library Media Technician positions at eight elementary schools with enrollment of 850 or greater. The combined effect of the above changes is a .37% ongoing salary increase for the 2016-17 fiscal year.

The fiscal impact of the proposed agreement results in an increase of \$2.6 million in the 2016-17 school year, of which \$1.5 million is ongoing.

It should be noted that the District and CSEA may propose contractual changes for the 2017-18 and 2018-19 school years limited to salaries, fringe benefits, and three additional articles.

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

Mr. John Palacio
Dr. Stefanie P. Phillips
May 4, 2017
Page 2 of 2

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dean West", with a stylized flourish at the end.

Dean West, CPA
Associate Superintendent, Business Services

cc: Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services
Tina Douglas, Assistant Superintendent, Business Services

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Communications Workers of America's Initial Bargaining Proposal to Santa Ana Unified School District for 2017-18 School Year**

ITEM: **Public Hearing**

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 conduct a public hearing for the Communications Workers of America's (CWA) Initial Bargaining Proposal to the Santa Ana Unified School District for the 2017-18 school year in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the proposal must be "sunshined" for public comment at a Board of Education meeting.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Conduct the public hearing for the Communications Workers of America's (CWA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2017-18 school year.

Santa Ana Unified School District

NOTICE OF PUBLIC HEARING

Under the provision of Government Code Section 3547, the Proposal must be “sunshined” to the Public and the Board of Education Hereby Gives Notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

**Communications Workers of America’s
Initial Bargaining Proposal to the
Santa Ana Unified School District for the
2017-18 School Year**

HEARING DATE: Tuesday, May 9, 2017

TIME: 6:00 p.m.

LOCATION: Santa Ana Unified School District
Board Room
1601 E. Chestnut Avenue
Santa Ana, CA 92701
(714) 558-5510

Communications

Local 9510



Workers of America

Affiliated with AFL-CIO

140 SOUTH FLOWER STREET
ORANGE, CALIFORNIA 92868-3467
TELEPHONE: (714) 978-9510
FAX: (714) 978-9055

March 30, 2017

CERTIFIED MAIL
7015 0920 0001 8207 9531

Mark McKinney, Associate Superintendent/Human Resources
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701-6322

RECEIVED

APR 04 2017

Human Resources

**Initial Proposal of
Communications Workers of America, Local 9510
Substitute Teacher Bargaining 2017
With the
Santa Ana Unified School District**

In accordance with Article 14, Section 2 of the Contract between Santa Ana Unified School District and Communications Workers of America Local 9510 for Substitute Teachers, I am presenting to the District the following initial proposals:

1. Substantial wage increases in all years of the new agreement.
2. Enhancements to the scheduling process.
3. Improvements in union rights.
4. Paid time off for substitutes.
5. Improvements to substitutes' safety.
6. Paid union representatives.

Sincerely,

Kenny R. Williams
President

KRW:jc opeiu#537

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: SAUSD Strategic Arts Plan Update

ITEM: Presentation

SUBMITTED BY: Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Daniel Allen, Executive Director of School Renewal

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board an update on the SAUSD Strategic Arts Plan.

ITEM SUMMARY:

- Presented for discussion and informational purposes.

RATIONALE:

The presentation will include an update about work over the past two years to implement the Strategic Arts Plan adopted by the Board in June 2015. The presentation reports on progress that has been made in the six key goal areas outlined by the plan, and provides recommendations for further implementation of the plan.

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 2.5: “Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.”

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Presented for information.

AJ:DA:mo



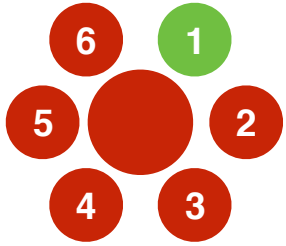
SAUSD Strategic Arts Plan Update

May 2017



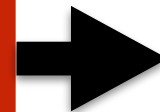
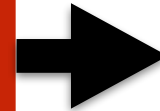
Goal #1 - Equity & Access

Provide equity of access to dance, music, theatre, and visual arts education
for all students



...at time of adoption

- 6-12 visual art & music courses across most schools. 9-12 dance at most schools.
- Elementary music teachers typically rotated between 3-4 schools (approximately 13 hours/school)
- Enroll at OCSA for access to conservatory-level programming



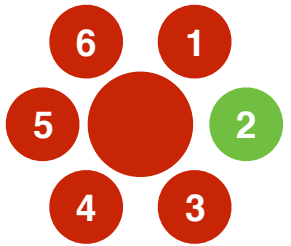
...current state

- Inaugural year of conservatory level pathway at the SanArts Conservatory @ SAHS
- Expanded VAPA secondary course offerings (i.e. AP Music Theory, AP Studio Art, Marching Band, etc.) and formal pathways
- Expanded access to music instruction at all elementary schools. Music teachers rotate between 2 schools (from 13 to 20 hours)
- Expansion of speciality arts programs at the elementary level (i.e. Cinematic Arts, Suzuki strings, Mariachi, etc.)



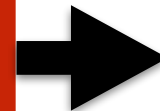
Goal #2 - Core Curriculum

SAUSD will implement K-12 sequential, standards-based curriculum and assessment aligned with CA Standards supporting creativity, collaboration, critical thinking, and communication



...at time of adoption

- Varying levels of standards-based instruction - initial work to align instruction to California Content Standards
- Ongoing but unfinished work around course outline development
- Courses exist typically as stand-alone electives and not part of a pathway.



...current state

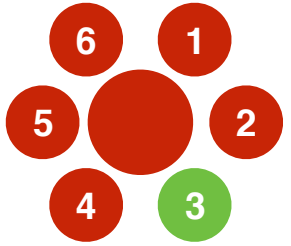
- Alignment of coursework to new national core arts standards (currently being reviewed for CA state adoption)
- Integration of literacy components into arts curriculum (i.e. academic fluency, English Language Development, etc.)
- Specialized arts-integration workshops for K-8 teachers (i.e. developing artistic literacy, music & movement in the classroom)





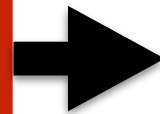
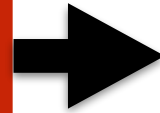
Goal #3 - Professional Development

SAUSD will provide high quality professional development to provide instruction that supports & sustains student achievement



...at time of adoption

- **Site-based VAPA departments at secondary level, with some collaboration at the site level.**
- **Individual pursuit of content-specific professional learning. Opportunities for development vary considerably from teacher to teacher.**
- **Variable levels of support and engagement with the California Arts Projects**



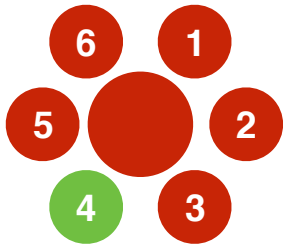
...current state

- **Turnaround Arts initiative @ Willard & Sierra Prep for whole school transformation**
- **Reinstatement of District Visual & Performing Arts Department Chair convenings**
- **Renewed commitment to California Arts Project partnership to provide high quality PD and enhance collaboration for 111 arts educators K-12**



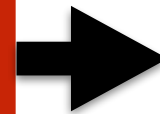
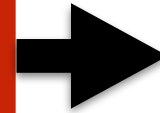
Goal #4 - Career Pathways & Community Ties

SAUSD will establish a sustainable connection between the district K-12 VAPA programs and the community



...at time of adoption

- **Disconnect between SAUSD arts programs and the burgeoning arts community and scene in Santa Ana, especially in the Downtown area**
- **Limited connection to institutions of higher education and arts organizations**




...current state

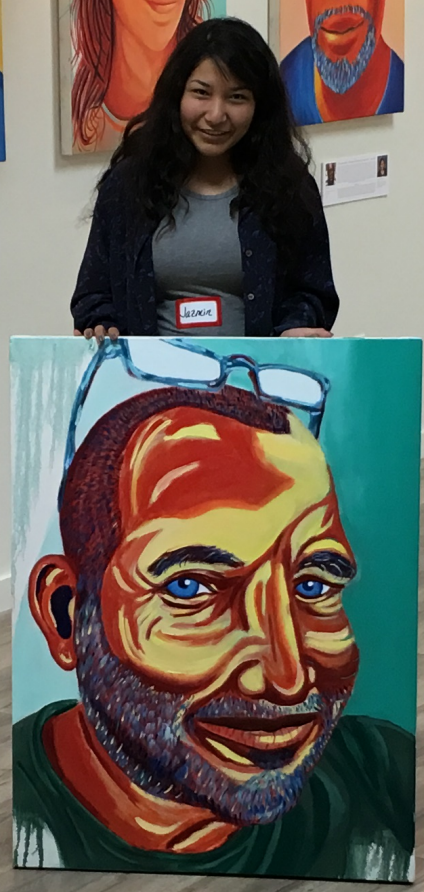
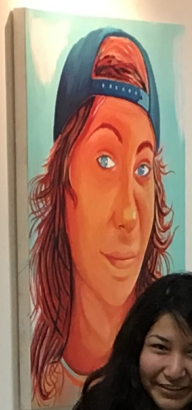
- **Expansion of partnerships with institutions of higher education (i.e. UCI School of Music, Chapman Dodge School, CSUF, SAC)**
- **Expansion of partnerships with arts industry professionals & organizations (i.e. Turnaround Arts, LFI, SCFTA, Bowers Museum, Relàmpago, Pacific Symphony, OC Music & Dance)**
- **Integration into business improvement district (i.e. Downtown Inc, Santa Ana Business Council, Arts Roundtables, *Boca de Oro* Festival, santaanaarts.org)**



"Believe in God, and keep the faith" - Darrell

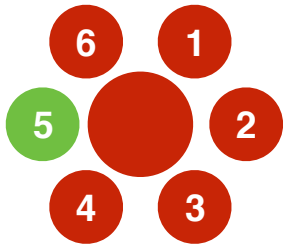


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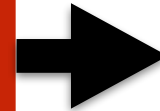
Goal #5 - Facilities & Resources

SAUSD will establish dedicated and state-of-the-art facilities in all VAPA classes across all grades K-12



...at time of adoption

- **Aging arts infrastructure**
- **Decades old instruments and performance equipment**
- **Reliance on site-based SAUSD performance venues.**
- **Aging uniforms - or no uniforms at all - for existing marching band programs**



...current state

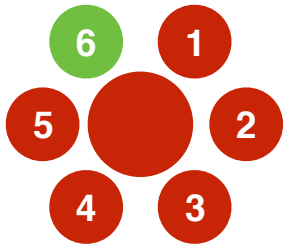
- **Modernization of selected program facilities (i.e. ceramics kilns @ Valley, acoustic upgrades @ SAHS, lighting @ Godinez)**
- **Refresh of instruments at both elementary and secondary level**
- **Access to quality facilities with partner facilities (i.e. Santora bldg., CS4, OCCCA, GCAC, Segerstrom Center, etc.)**
- **Creation of 2nd dance studio @ SAHS**





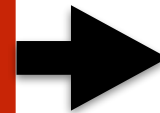
Goal #6 - Leadership

SAUSD will cultivate a climate where arts education is supported and valued
by all stakeholders



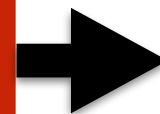
...at time of adoption

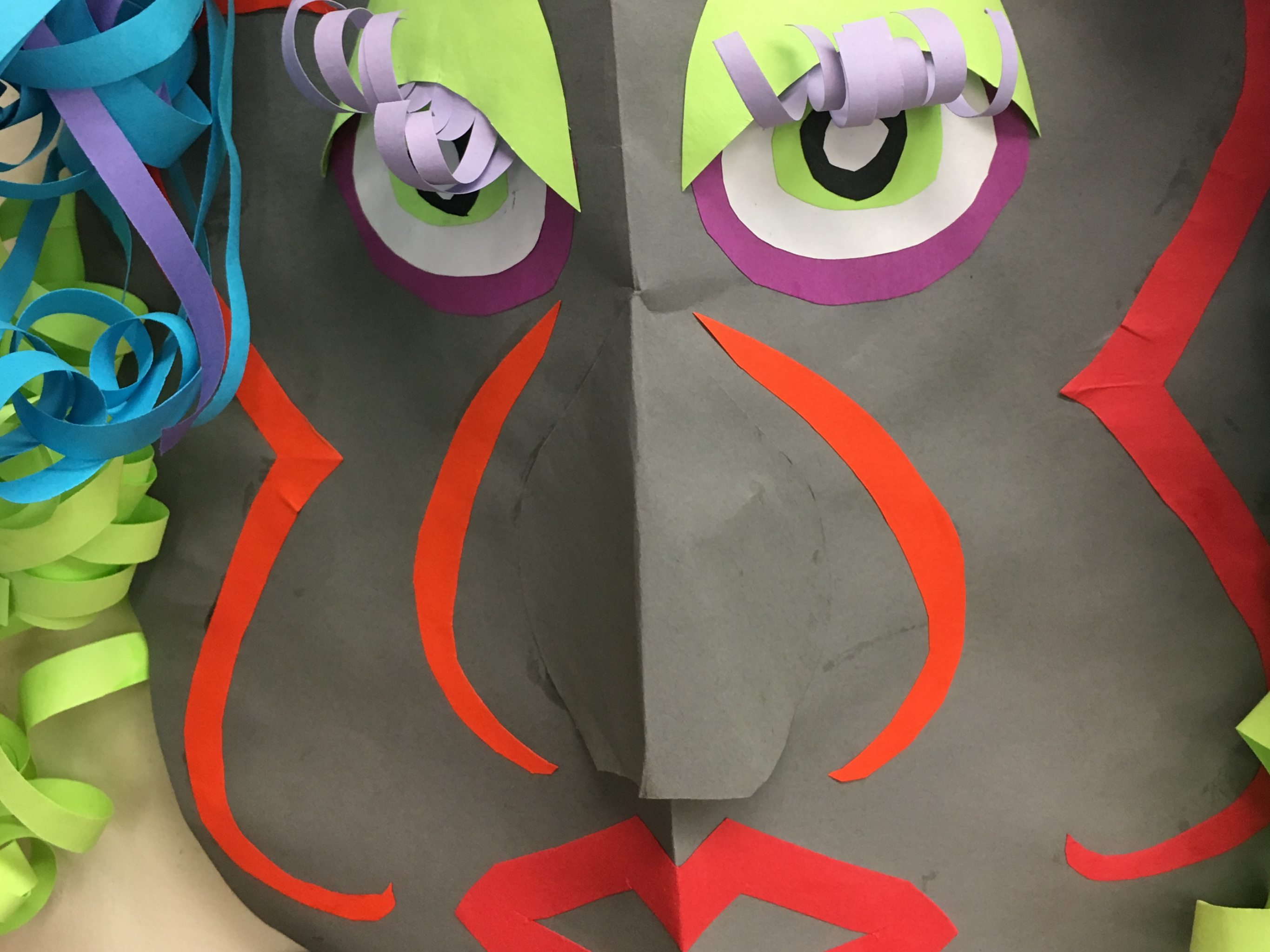
- General supportive attitude and setting for the arts from the Board.
- Historic preservation of music programs
- Parent demand for more education through LCAP forums.



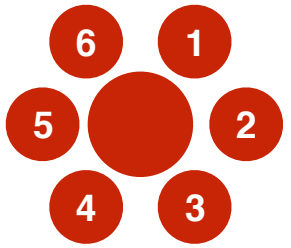
...current state

- Formal guidance from a Board adopted Strategic Arts Plan
- Local & state alignment of arts-support - (i.e. SAUSD Board resolution for Youth Art Month, City of Santa Ana proclamation of Youth Art Month, CA state adoption of arts standards, etc.)
- Enhanced communication & visibility (i.e. social media promotion, community events, etc.)
- Deeper formal civic engagement (i.e. Santa Ana Arts Commission, Arts & Culture City Master Plan, etc.)





Recommendations



What are next steps for fully implementing our Strategic Arts Plan?

- **Deepen engagement with school leadership teams around the integration and development of high quality arts education**
- **Continued focus on quality partnerships with civic stakeholders, institutions of higher education, and arts organizations**
- **Consolidation of district VAPA leadership with a VAPA administrator**
- **Pursue research agenda exploring connection between SAUSD arts programming and desired student outcomes (i.e. academic performance, post-secondary persistence, socio-emotional health, etc.)**
- **Continued investment in SanArts Conservatory programming and facilities enhancements.**
- **Continue to strengthen arts-focused pathways through strategic investment in elementary and intermediate arts programs (i.e. strings & LFI @ Heninger, theatre @ Santiago, Mariachi @ Pio Pico, Martin & Franklin, Dance @ Wilson, etc.)**



AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Acknowledgement of Receipt of Material Revision of Advanced Learning Academy Charter Petition

ITEM: Action

SUBMITTED BY: Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Mavis Mitchell, Charter Schools Financial Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to acknowledge formal receipt of material revision of the Advanced Learning Academy Charter Petition.

ITEM SUMMARY:

- Acknowledge of receipt of the Advanced Learning Academy Charter petition

RATIONALE:

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

LCAP Goal 1.1: “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:

Acknowledge receipt of material revision of the Advanced Learning Academy Charter Petition.

AJ:MD:mo

2017

Advanced Learning Academy

Charter School Petition

Presented to:

Santa Ana Unified School District
Board of Education

February 2017



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AFFIRMATIONS / ASSURANCES

The Charter will comply with California Education Code § 47605(d) and all other applicable federal, state and local laws and regulations, including, but not limited to, ensuring that the school shall:

- Be nonsectarian in its programs, admission policies, employment practices and all other operations.
- Not charge tuition.
- Not discriminate against any student on the basis of disability, gender, nationality, race, color or ethnicity, religion, sexual orientation, home language or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.
- Admit all pupils who wish to attend the school. Cal. Education Code § 47605(d)(2)(A).
- Determine admission by a public random drawing, if the number of pupils who wish to attend the school exceeds the school capacity, with a lottery exemption for existing pupils of the Advanced Learning Academy, siblings of enrolled students, and children of staff and founding parents (not to exceed 10%). Cal. Education Code § 47605(d)(2)(B). Preference shall be given to pupils who reside in the Santa Ana Unified School District, or other preferences permitted by the charter authority that are consistent with the law.
- In accordance with Education Code § 47605(d)(3), if a pupil is expelled or leaves the Advanced Learning Academy without graduation or completing the school year for any reason, the school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.
- Be deemed the exclusive public employer of the employees of the school for purposes of the Educational Employment Relations Act.
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004. Meet all statewide standards and conduct the student assessments required, pursuant to Education Code §§ 60605 and 60851, and any other statewide standards authorized in statute, or assessments application to students in non-charter public schools. Comply in a timely fashion with all reporting requirements, including enrollment, attendance (ADA), standardized testing, and other data and information required.
- Ensure that teachers at the school hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold under NCLB and other applicable laws. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers.
- Comply with the terms of Education Code § 47611 (STRS).
- Maintain all necessary and appropriate insurance coverage at all times.
- Comply with all applicable laws and regulations relating to charter school facilities.
- Agree to standard District requirements and processes regarding supervisory oversight, funding and services for special education students, inspection and audit requirements as aligned to applicable laws.
- Comply with the Brown Act, nonprofit integrity standards, and applicable federal and state laws regarding ethics and conflicts of interest.
- Be solely responsible for the debts and obligations of the Advanced Learning Academy.

David Haglund, Deputy Superintendent

May 26, 2015

INTRODUCTION

The Santa Ana Unified School District (“SAUSD” and/or “District”) acting through its Governing Board and administration, together with partners the University of California, Irvine, School of Education and Santa Ana College, desires to expand its services to the students and parents of the District by adding the option of an Early College Program as part of the Advanced Learning Academy Charter School (“the Advanced Learning Academy”) in the fall of 2017. This proposed expansion of the Advanced Learning Academy would eventually increase the grade levels served by the school to grades 3-12, with a specialized educational program culminating in an Early College option focused on engaging, challenging Common Core-based curriculum designed to improve students’ skills in science, technology, engineering, and mathematics (STEM). The educational program will be unique not only to the SAUSD, but to Orange County, in that it is based on a high-tech, project-based, STEM curriculum with an Early College pathway.

In today’s ever-changing technological society, it is critical that students have the skills needed to compete in a global economy. The Advanced Learning Academy believes it is not too early to reinforce the importance of science and career readiness at the elementary and intermediate school level. Without this preparation, by high school, students often lack the academic foundation and confidence in math and science and overlook the potential as an exciting, lucrative career. Those foundational skills then prepare students for success in the school’s Early College Program. Students and families served by the Advanced Learning Academy thus experience a natural progression towards becoming scientific thinkers with critical thinking skills who will be successful in their adult lives. In order to fulfill our mission, it is essential to start at the elementary level engaging students with hands-on, technology-based learning that will inspire students to pursue STEM-related careers.

General Charter School Information

The contact person for the Advanced Learning Academy is David Haglund, Deputy Superintendent.
The grade configuration is 3 rd through 12 th at full enrollment.
The grade level(s) of the students the first year of the charter term will be 4 th through 6 th .
The number of students in the first year (2015/16) of the charter term will be 240. The Advanced Learning Academy will evolve into a 3 rd – 12 th grade school over four years.
The scheduled launch date of the Early College Program at the Advanced Learning Academy is August 2017.
The enrollment capacity is 600 students.
The instructional calendar will be traditional.

A. THE NEED

The Advanced Learning Academy – Early College Program would fulfill four needs of the SAUSD: 1) the school will serve a population of the District that is currently underserved; 2) provide a college pathway for ALA secondary students; 3) expand our existing partnerships with Santa Ana College and UC Irvine; and 4) provide an educational program of choice that actively engages the wider Santa Ana community.

Facilities

The SAUSD’s boundary includes the area south of the John Wayne Airport within the cities of Irvine and Newport Beach (See Exhibit 5 in Element 18 - Facilities). This Irvine/Newport development area (INDA) has experienced rapid development in the last ten years, and is planned to continue to develop over the next ten years.

The INDAs, which was originally developed as a commercial and industrial center, has experienced market forces and development pressures encouraging a rapid transition into a more urban mixed-use center. In 2004, the number of building permits for residential units increased dramatically in the INDAs. Based on past and planned

development, residential development could reach 10,000 units within SAUSD boundaries in the next five to ten years. This increase in residential units and evolution to a mixed-use environment warrants the need for school facilities in the area. The closest existing non-fundamental SAUSD schools (Taft Elementary, McFadden Intermediate, and Saddleback High) are approximately 3, 6, and 4 driving miles from the INDA, respectively.

The Advanced Learning Academy opened grades 4-6 in August 2015 at the Grant site, located at 335 E. Walnut St. in central Santa Ana. Due to high student achievement and demand, we propose opening a second campus to serve secondary students at the former Remington Elementary school site, located at 1325 E. 4th Street on the easter side of the city. This location has recently undergone a substantial renovation, and presents a unique opportunity for the district to formalize an additional Early College option for the community in partnership with Santa Ana College. A grade span of the school will ultimately relocate into the third location at INDA. Our school will be strategically located in the INDA and be more accessible for students to reach compared to any existing public schools nearby. In addition, there is a strong demand in the SAUSD for schools with advanced curriculum options. The District's fundamental schools have a waiting list to enroll. Our charter will provide youths in Santa Ana another viable option to experience a rigorous and demanding education.

STEM Curriculum

The commercial/industrial component of the INDA provides a unique opportunity and atmosphere to place a high-tech, STEM-focused school. A specialty school in the INDA has the potential to partner with the local science and technology-based businesses to immerse students in high-quality science instruction based on the Next Generation Science Standards, provide project-based learning, and incorporate internship and leadership programs, in order to prepare students with the kinds of skills needed to compete in a global economy.

As the nation's economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. With increasing global competition, Orange County and SAUSD must keep a competitive edge in the STEM disciplines. The Advanced Learning Academy aligns with this concept, and the District's goal to prepare students for success in college, career, and society.

The number of Latino students pursuing STEM careers has historically been low. A notable cause of this is that Latino students have inadequate exposure to STEM curriculum. In California, where Latinos represent the fastest growing and soon to be the largest segment of the population, it is important to provide educational programs that engage and prepare Santa Ana students to choose career paths in STEM. The Advanced Learning Academy plans to offer the District a unique educational program that accomplishes this goal.

B. VISION

The Advanced Learning Academy has the same vision as the SAUSD: *We will work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career.*

C. MISSION

The Advanced Learning Academy has the same mission as the SAUSD: *We assure well-rounded learning experiences, which prepare our students for success in college and career. We engage, inspire, and challenge all of our students to become productive citizens, ethical leaders, and positive contributors to our community, country, and a global society.*

The Advanced Learning Academy's main objective is to provide a unique STEM-focused educational program to an under-served geographical area of the District. The educational program goals are as follows:

- Provide a safe, nurturing, small-school academic environment that cultivates respect for oneself and others

- Offer engaging, challenging curriculum designed to improve students' skills in STEM areas that will be based on Common Core State Standards and Next Generation Science Standards
- Provide a college and career preparatory program that inspires students to pursue STEM-related careers
- Provide high-tech, project-based curriculum that will engage and inspire students, thereby achieving optimal attendance rates and reducing dropout rates
- Sharpen students' critical thinking skills by providing hands-on, inquiry-based activities
- Infuse goal-oriented collaboration with daily instruction to optimize learning and support English Learners
- Expose students to engaging STEM curriculum and close the gap on the number of Latino students that pursue careers in STEM areas
- Retain strong staff that are role models and inspire students to achieve personal academic and career goals
- Encourage parent involvement and ensure students have academic, social, and emotional support to reach their highest potential
- Offer parent technology classes to allow parents to actively participate in their student's education and provide optimal student support

In alignment with the SAUSD's mission statement, the Advanced Learning Academy aims to graduate students with the following characteristics and values:

- Socially-responsible global citizens who embrace and value cultural diversity and contribute to the improvement of their community
- Critical thinkers that effectively utilize technology in their daily lives
- Motivated and follow an academic plan with an aspiration to follow a STEM career path
- Health conscious and understand the importance of nutrition and physical health on daily life
- Environmentally conscious and understand the importance of sustainability for the global future
- Great communicators who are skilled in sharing their thoughts, questions, ideas and solutions
- Creative problems solvers who try and develop new approaches to get things done

ELEMENT ONE | EDUCATIONAL PROGRAM

Governing Law: A description of the educational program of the school, designed, among other things, to identify pupils whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. *Education Code Section 47605(b)(5)(A)(i).*

A. MISSION

The Advanced Learning Academy – Early College Program will give students a world class education that will prepare them for success in high school, college, life, and a future career involving science, technology, engineering, and mathematics (STEM). To achieve this ambitious goal, all leadership decisions are executed to best support the mission and school staff with an unwavering commitment to the mission's success. Furthermore, we will work with students and their families to develop a community that fully supports every child's desire to attend and prepare for high school and college graduation. To lead students to reach their full academic potential, the Advanced Learning Academy will provide a unique, engaging STEM-focused curriculum with specific educational program goals as follows:

- Provide a safe, nurturing, small-school academic environment that cultivates respect for oneself and others
- Offer engaging, challenging Common Core-based curriculum designed to improve students' skills in STEM areas
- Provide a college and career preparatory program that inspires students to pursue STEM-related careers
- Provide high-tech, project-based curriculum that will engage and inspire students, thereby achieving optimal attendance rates and reducing dropout rates
- Sharpen students' critical thinking skills by providing hands-on, inquiry-based activities
- Expose students to engaging STEM curriculum and close the gap on the number of Latino students that pursue careers in STEM areas
- Retain strong staff that are role models and inspire students to achieve personal academic and career goals
- Encourage parent involvement and ensure students have academic, social, and emotional support to reach their highest potential
- Offer parent technology classes to allow parents to actively participate in their student's education and provide optimal student support

As the nation's economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. It is critical that the student population is science and technology literate. An education with a focus in STEM will help students acquire scientific and critical thinking habits. With increasing global competition, a successful, educated person in the 21st century must keep a competitive edge in the STEM disciplines.

Individual and societal decisions increasingly require some understanding of STEM, from comprehending medical diagnoses to managing daily activities with a wide variety of computer-based application. While there has been a rise in the number of STEM learning programs in the United States, the state of STEM learning still requires leaps and bounds before it can reach adequacy. Research suggests that many students are currently not prepared for the demands of the present and future economy. As measured by the National Assessment of Educational Progress, roughly 75 percent of U.S. 8th graders are not proficient in mathematics when they complete 8th grade. Furthermore, there are significant gaps in achievement between the following student population groups: black/white, Hispanic/white, and high-poverty/low-poverty gaps. U.S. students also lag behind the highest performing nations on international assessments. For example, only 10 percent of U.S. 8th graders met

the Trends in International Mathematics and Science Study advanced international benchmark in science, compared with 32 percent in Singapore and 25 percent in China.

For the advancement of STEM learning in the U.S., the National Research Council has established three U.S. STEM education goals, which our Charter School fully supports:

1. Expand the number of students who ultimately pursue advanced degrees and careers in STEM fields and broaden the participation of women and minorities in those fields.
2. Expand the STEM-capable workforce and broaden the participation of women and minorities in that workforce.
3. Increase STEM literacy for all students, including those who do not pursue STEM-related careers or additional study in the STEM disciplines.

To support our rigorous STEM curriculum, our school has incorporated five key elements from the National Research Council into our school's design that will help ensure the effectiveness of our STEM instruction.

1. A coherent set of standards and curriculum found in Next Generation Science Standards
2. Teachers with a high capacity to teach in their discipline
3. A supportive system of assessment and accountability aligned with Smarter Balanced literacy claims
4. Adequate instructional time to promote deep learning
5. Equal access to high-quality STEM learning opportunities

B. EDUCATIONAL PHILOSOPHY

The Charter will meet the unique needs of students (K-8th grades) and families in the SAUSD, and will serve a student body that is reflective of the ethnic and socioeconomic diversity of the community. Students will be encouraged and nurtured by engaged parents, dedicated staff, and community partners. The Advanced Learning Academy will develop public-private partnerships with the surrounding higher education institutions and business community. By utilizing the local university and professional resources, we will link technology with academics and prepare students for higher education and professional opportunities.

An Educated Person in the 21st Century

Our goal is to ensure that all of our students develop the skills and behaviors necessary for academic, personal, and professional success in the 21st century. As the nation's economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. It is critical that the student population is science and technology literate. An education with a focus in STEM will help students acquire scientific and critical thinking habits. With increasing global competition, a successful, educated person in the 21st century must keep a competitive edge in the STEM disciplines. The Advanced Learning Academy will provide opportunities that engage and challenge students and allow them to demonstrate their learning and thinking process. Teachers will strive to integrate innovative technologies and research-based instructional strategies throughout the curriculum to prepare students to be confident critical thinkers and self-learners.

The Advanced Learning Academy aims to graduate 21st century scholars who:

- Put their talent, expertise, and smarts to work with others to reach a goal
- Develop and utilize new and creative approaches to get things done
- Use technology effectively in their daily lives to access, organize, research and present information
- Are critical thinkers that connect the skills and content learned across the curriculum and evaluate multiple points of view
- Are motivated and follow an academic plan with an aspiration to follow a STEM career path

- Are effective communicators that collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings
- Demonstrate content area and grade level achievement in reading, writing, mathematics, history and science
- Are socially responsible global citizens that embrace and respect cultural diversity
- Contribute to the improvement of life in their school and local community through leadership skills and participation in community projects
- Understand the importance of proper nutrition and physical health in daily life

How Learning Best Occurs

Learning best occurs when students are actively involved in the learning process, have direct experiences with the physical world, and relate these experiences to what they are learning in school. This process deepens students' knowledge and stimulates their curiosity and passion for learning. Students will discover how to learn, and develop the skills to become self-empowered learners. Experiential methods will engage each student and facilitate understanding of core concepts.

A high quality learning environment must be one that is highly structured and generously flexible, allowing students to explore and discover, and operates with high standards that challenge students. The ideal learning environment is one where teachers and students learn together through the open exchange of ideas and information.

Parent participation is an important element in the Advanced Learning Academy's educational philosophy and is consistent with SAUSD's Parent Involvement Framework. Students whose parents are involved in their education generally have higher grades, better attendance, higher homework submission rates, higher graduation rates and a better chance of continuing with their education after graduation. This is especially true for predominantly minority and/or lower income communities.

Guest speakers and field trips from local higher education institutions and STEM-focused companies will emphasize the links between instruction and practical application. Teacher-designed units will emphasize the main tenets of Common Core and Next Generation Science Standards. This design will allow students to make necessary school-to-life correlations. In order to be responsible members of society, students need to provide service to the community. Engaging in "real life" projects that are related to the curriculum will help students move from adolescence and school to adulthood and society.

By traveling through our Charter School's varied learning avenues and by experiencing our education program that is guided by rigorous common core state standards, students will be thoroughly prepared for success in their academic and professional careers.

STEM Emphasis in Curriculum

In agreement with the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO), the Advanced Learning Academy believes that an educated citizen in the 21st century must have the skills and understanding to participate and work productively in a technologically oriented and global environment. A significant step toward helping students achieve their maximum potential involves providing a rigorous, relevant and college preparatory curriculum. The Advanced Learning Academy's educational program specifically emphasizes science, technology, engineering and math (STEM) education. While the curriculum concentrates on STEM, it also provides a solid instruction in humanities and social sciences to educate the whole child.

Math courses will be based on the Common Core integrated course sequencing, which will provide a comprehensive scope and sequence in an effort to address the diverse skills, interests and backgrounds of all

learners. Students are assessed for their current knowledge and skill level and placed in the most appropriate class. Those with little math background are supported with remediation and intervention. Students with a strong background are provided with enrichment opportunities.

Science courses immerse students in the scientific method and encourage them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. Students who have experience applying scientific inquiry and reasoning to real-world problems in the classroom will have a clear advantage when they are exposed to the types of questions that require similar thought and reasoning process as adults. Additionally, the site's connection to the existing natural habitat offers a unique opportunity to design a curriculum that has a prominent environmental science component.

In keeping with the STEM emphasis, advanced courses are offered to spur interest and prepare students for STEM-related careers. Science classes employ technology in laboratory explorations and experimentation. The use of technology as an educational tool will motivate and engage students in their learning, accelerate their academic achievement, and equip them with the functional and critical thinking skills needed to succeed in a technology and media-driven environment. Computer simulations will assist in expanding the number of lab opportunities in all grade levels. Teachers effectively use the inquiry-based approach to engage students in the learning process while encouraging high levels of interest. Students' observations and reflections are the key factors for maximum learning results through hands-on instruction.

The Advanced Learning Academy implements collaborative conversations to challenge both high and low achieving students. To enhance critical-thinking skills, students work on inquiry-based activities and projects outside of the classroom throughout the school year. Each year the Advanced Learning Academy organizes a school-wide science fair, in which all students participate. The Advanced Learning Academy students then move on to participate in the regional and statewide science fairs.

Technology Integrated Education

Our curriculum integrates Math, Science, Social Science and Language Arts classes with technology education in a fun and comprehensive way. Different learning theories and practices such as project-based learning, student-centered learning, and differentiated instruction are incorporated into our technology integrated approach. The following are the ways by which we integrate technology into education:

1. All students complete a multi-year, comprehensive, and detailed technology curriculum
2. Teaching materials and assessment tools
3. Professional training for computer and core class teachers

The elementary component of the charter's computer science curriculum focuses on the technology literacy skills requirement as identified in the Common Core State Standards as well as problem solving and creative thinking. The intermediate school component aims to provide strong skills in computer literacy and fundamentals of computational thinking in 6th and 7th grades and transitions into conceptual understanding of high school electives in 8th grade.

By the completion of their elementary school education, students will obtain fluency in computers and learn introductory level computer literacy. Their classes will be supported with problem solving and creative thinking skills. In grades 6 through 8, students will be offered computer and technology courses as electives. These electives include, but are not limited to, Computer Literacy, Computer Programming, Digital Art, and Robotics.

Academic interventions at the Advanced Learning Academy are targeted and the staff use data to closely monitor our students' academic progress. Furthermore, these interventions focus on three levels of data: formative, interim, and summative. Discussion of each student's progress or lack thereof takes place during department and grade level team meetings. In addition, adult technology courses will be offered to parents to allow parents to actively participate in their student's education and ensure optimal student support at home.

Field Trips and Guest Speakers

Field trips will allow students to gain insight, information, or knowledge that cannot be adequately developed through regular classroom instruction. Field trips, therefore, are an integral part of the curriculum and are as essential to the instructional process as textbooks, equipment, and other instructional devices and teaching/learning strategies. Since not all children learn in the same way, field trips will support the application of learning by giving students the opportunity to expand their intelligence in ways different from those typically available inside the classroom. Visiting a research laboratory, university campuses, and meeting with scientists during these field trips or through guest speakers on campus will motivate students. Especially when some of these guest speakers or people they meet during field trips share the same culture with students, students will find new role models.

While most field trips are directly related to specific academic curricula, they also may address the need for intra- and inter- personal growth in children, and thus may be designed to promote social and emotional development and to provide for the development of the "whole" child.

Peer Assisted Reading (PALS)

Student and staff will participate in Peer Assisted Reading (PALS) that will occur three to four days a week for a minimum of 20 minutes per session. The classrooms will be equipped with libraries to provide access to a wide variety of books at appropriate reading levels. Students will be trained on PALS protocols and procedures. Students who are struggling academically will participate in additional English enrichment/intervention programs during the day and after school.

In order to determine the student's reading level, a computerized reading assessment that utilizes computer-adaptive technology is administered. Depending on the assessment results, students will receive a range of book recommendations that will challenge the student without causing frustration. Students' reading comprehension skills will be monitored. If a student continually obtains low scores while reading at his or her level, intervention will be immediately implemented. Assessment results will be used by teachers to inform their literacy strategies for individual students.

C. STUDENTS TO BE SERVED

Students from all areas of SAUSD and the INDA will be recruited with a goal of creating an economically and ethnically diverse student population. The Advanced Learning Academy will advertise to the entire SAUSD community and draw students that are attracted to the unique STEM program. The Advanced Learning Academy aims to attract students from all cultural backgrounds within SAUSD, especially the Latino ethnicity. Historically, the number of Latino students pursuing careers in STEM areas has been low. A notable cause of these low numbers is that Latino students have inadequate exposure to STEM curriculum. The Advanced Learning Academy will provide a unique program to a largely-Latino student population of SAUSD in the hopes of educating and inspiring students to pursue STEM-related careers in today's technology-driven economy.

As a sample student population, we have used the following SAUSD schools that have similarities in their educational programs to project the demographics of the Advanced Learning Academy. The SAUSD fundamental schools have similar "magnet" educational programs that draw students from throughout the District. These schools would be expected to have student populations similar to the Advanced Learning Academy that has a "magnet" STEM program. Sepulveda Elementary has a science-focused curriculum, and would also be expected to have similar demographics to the Advanced Learning Academy. In addition, Taft Elementary and McFadden Intermediate schools are the SAUSD schools in closest proximity to the Advanced Learning Academy and would be anticipated to have the most comparable demographics to the INDA (See Table 1 on the following page).

TABLE 1: Sample Student Populations

	SCHOOL PROFILE					API		AYP	
SCHOOLS	English Learners (%)	Free-Reduced Meals (%)	Statewide School Ranking	Similar School Ranking	PI Status	API	Growth from Prior Year	Met English Objective?	Met Math Objective?
Similar Area Schools									
Taft Elementary	41.1	70.9	4	6	Year 3	794	+8	No	No
McFadden Intermediate	33.4	78.7	2	5	Year 5	739	+28	No	Yes
Similar Program Schools									
Greenville Fundamental Elementary	28.9	57.0	9	10	n/a	886	-1	No	No
MacArthur Fundamental Intermediate	6.6	68.0	8	9	Year 4	858	+9	Yes	No
Mendez Fundamental Intermediate	20.7	79.6	7	9	Year 3	829	+16	No	No
Muir Fundamental Elementary	34.2	57.6	9	10	n/a	904	+11	Yes	Yes
Sepulveda Elementary	61.7	83.1	5	10	n/a	770	-29	No	No
Thorpe Fundamental Elementary	30.9	62.6	9	10	n/a	901	-1	Yes	Yes

TABLE 1 (Continued): Sample Student Populations

	ETHNICITY PERCENTAGES (%)								
SCHOOL	American Indian	Asian	Pacific Islander	Filipino	African American	White	2 or More Races	None Reported	Hispanic
Similar Area Schools									
Taft Elementary	0.2	6.6	0.4	0.7	3.1	6.1	2.4	0	80.5
McFadden Intermediate	0	4.0	0.3	0.5	0.9	1.6	0.4	0	92.3
Similar Program Schools									
Greenville Fundamental Elementary	0.2	11.5	0.2	0.8	0.9	4.3	2.1	0.1	79.9
MacArthur Fundamental Intermediate	0	9.3	0.1	0.8	0.8	2.0	1.0	0	86.0
Mendez Fundamental Intermediate	0.1	0.6	0.1	0	0.3	0.6	0.3	0	98.0
Muir Fundamental Elementary	0.5	2.2	0.2	0.5	0.6	3.6	0.7	0	91.7
Sepulveda Elementary	0.2	0.5	0	0.2	0.5	0.2	0.2	0	98.2
Thorpe Fundamental Elementary	0	7.9	0.5	0.7	0.7	2.6	0.8	0	86.8

Priority Enrollment

The main objective of the Advanced Learning Academy is to house students generated from the INDA. Priority enrollment will be given to students that reside in this area. Second enrollment priority will be given to SAUSD students attending other SAUSD impacted (overcrowded) schools. Third enrollment priority will be given to SAUSD students attending any other SAUSD schools. Any other students that choose to attend the Advanced Learning Academy will be admitted as facility capacity allows. If Irvine Unified School District (IUSD) students in the vicinity wish to enroll, they will first be required to obtain an inter-district transfer release from IUSD. At full capacity, the Advanced Learning Academy will serve 600 students in grades 3-12. If the number of students who wish to attend the Advanced Learning Academy exceeds the school's capacity, enrollment preferences will be given as explained in Element 8.

Student Projection

The Advanced Learning Academy site is located within an area of the SAUSD that has experienced significant development, and is planned to continue developing with residential and retail mixed-uses. Residential development projects totaling 4,658 units are planned to be developed in the next 2-5 years. An additional 902 units were previously submitted to the City of Irvine, but since withdrawn or expired as a result of the economic depression. This residentially-designated land has the potential to become future residential projects again as the market returns, and should be considered in the enrollment projection for the INDA build-out (see Exhibit 4 in Element 18). Together these total 5,560 planned units planned within SAUSD. When added to the existing 4,755 units, the INDA would contain a total of more than 10,000 residential units within SAUSD boundaries. Based on various student generation rates (SGR) obtained from gathered data, the INDA residential units have the potential to generate 300-600 students within SAUSD, as detailed in Tables 2 and 3.

A conservative SGR was obtained using the number of students currently residing in the area. As the INDA continues to grow and evolve into a mixed-use community, it will become more attractive to families and is anticipated to generate additional students. Therefore, an additional enrollment projection was prepared to project the number of students at build-out of the approximately 10,000 residential units. Since the type of residential development within the INDA is consistent with the residential development within the IUSD, the build-out projection utilizes the IUSD's SGR for higher-density attached units. In addition to INDA units with SAUSD, the Advanced Learning Academy has the potential to draw students from the residential development just outside the SAUSD boundaries in the vicinity of the school site, as shown in Exhibit 4 (See Element 18), and the potential to draw students from other areas of the SAUSD that are drawn to the specialized STEM instructional program.

TABLE 2: Conservative Enrollment Projection

School Level	SGR	# of Units	Students Generated
Elementary	0.040	4,658	186
Intermediate	0.012	4,658	56
Total	0.052	4,658	242

NOTE: Based on the current number of students in the INDA.

TABLE 3: Enrollment Projection at Build-out

School Level	SGR	# of Units	Students Generated
Elementary	0.0500	10,000	500
Intermediate	0.0100	10,000	100
Total	0.0600	10,000	600

NOTE: Based on the IUSD's student generation rate.

The Advanced Learning Academy believes the conservative projection best constitutes the anticipated enrollment for its opening year). The build-out projection is used for the charter's full-enrollment projection. In consideration that this area is not currently served by a school facility, and the school is likely to draw "magnet" enrollment from outside the INDA, we believe this enrollment is feasible, is backed by development research, and is reasonably achievable.

The Advanced Learning Academy opened in 2015 as an elementary school serving 140 students from grades 4-6, expanding the following year to serve 240 students in grades 3-8. Over time, the Advanced Learning Academy – Early College Program will see the school expand to approximately 600 students in grades 3-12.

D. CURRICULUM & INSTRUCTIONAL DESIGN

Our goal is to provide students a world class education that will prepare them for success in high school, college, life, and a future STEM career. To achieve this ambitious goal, we will employ research-based strategies proven to increase student achievement, provide an engaging STEM-focused educational program that is based on Common Core State Standards and Next Generation Science Standards, and work with students and families to develop an environment that fully supports students and their needs.

The program at the Advanced Learning Academy will combine the following instructional strategies for a balanced approach to instruction:

- Develop positive attitudes toward science
- Increase students' interest in STEM and reading
- Provide an innovative, engaging Common Core standards-based curriculum
- Sharpen students' critical thinking skills by providing hands-on inquiry activities
- Increase vocabulary knowledge and conceptual understanding
- Provide field trips, internship opportunities, and guest motivational speakers
- Engage students with independent and group projects
- Conduct ongoing assessment and intervention
- Provide ample access to technology and incorporate technology into the daily instruction
- Provide differentiated curriculum and scaffolding supports

The Advanced Learning Academy's instructional program is based around providing project-based, inquiry-oriented instruction. Significant research has been conducted about the benefits of an inquiry-based science program for special populations. Inquiry-oriented teaching may be especially valuable for many underserved and underrepresented populations. As noted by the North Central Regional Education Laboratory, "All students—especially those at risk—need to be engaged in interesting and challenging learning that goes beyond basic proficiencies."

The more interested and engaged students are by a subject or project, the easier it will be for them to construct in-depth knowledge of it. Learning becomes almost effortless when something reflects their own interests. According to the Center for Inquiry, inquiry-based learning provides advantages for all students:

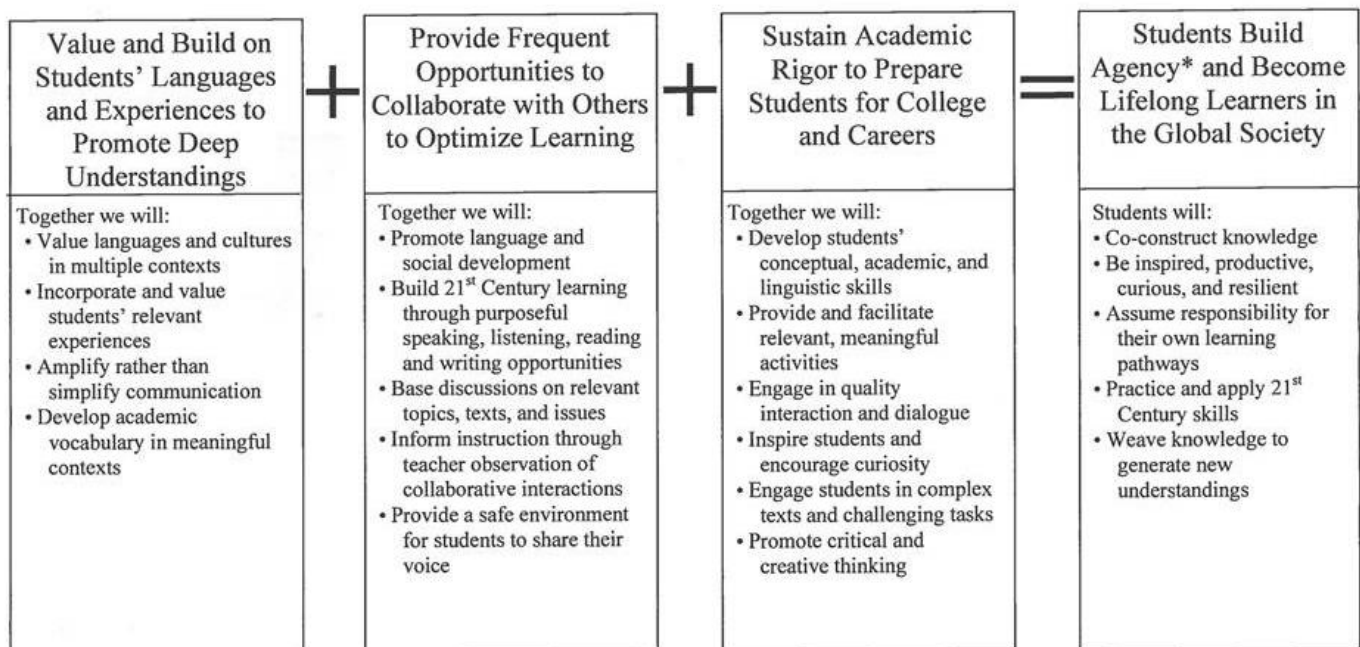
- An inquiry-based learning approach is flexible and works well for projects that range from the extensive to the bounded, from the research-oriented to the creative, from the laboratory to the Internet. It is essential, however, that you plan ahead so you can guide kids to suitable learning opportunities.
- Students who have trouble in school because they do not respond well to lectures and memorization will blossom in an inquiry-based learning setting, awakening their confidence, interest, and self-esteem.
- The traditional approach tends to be very vertical: the class studies science for a while, for example, then language arts, then math, then geography. In contrast, the inquiry-based approach is at its best when working on interdisciplinary projects that reinforce multiple skills or knowledge areas in different facets

of the same project. The traditional approach is sharply weighted toward the cognitive domain of growth, whereas inquiry-based learning projects positively reinforce skills in all three domains—physical, emotional, and cognitive.

- Inquiry-based learning is particularly well-suited to collaborative learning environments and team projects. Activities can be created in which the entire class works on a single question as a group (the whole group must truly care about the question) or in teams working on the same or different questions. Inquiry-based learning also works well when each student develops an individual project if some elements of collaboration or sharing are required.
- An inquiry-based approach can work with any age group. Even though older students will be able to pursue much more sophisticated questioning and research projects, a spirit of inquiry can be cultivated even with the youngest student, in an age-appropriate manner.

EXHIBIT 1: SAUSD's Theoretical Framework for Common Core Implementation

THEORY OF ACTION: By establishing and applying a coherent K-8 theoretical foundation for pedagogical practice, we will provide meaningful interactions and consistent intellectual rigor that supports all students, including English Learners, to be college and career ready and well-versed in 21st Century Skills



Sources Referenced: Walqui, A & van Lier, V, Scaffolding the Academic Success of Adolescent English Language Learners, (2010), Walqui, A., Scaffolding Instruction for English Language Learners: A Conceptual Framework, (2006), Wong, L., What Does Text Complexity Mean for English Learners and Language Minority Students (2011)

*Active involvement and the development of autonomy

Literacy

Although the Advanced Learning Academy specializes in STEM curriculum, it also is committed to enhancing the literacy and language skills of all students, and especially literacy development of Latino students. From **third** through fifth grade, students benefit from two and a half hours a day of literacy instruction and practice—mastering foundational skills in phonemic awareness, phonics, fluency, comprehension, vocabulary, writing, grammar, spelling, research, listening, and oral presentation skills necessary to be effective communicators in English. The Advanced Learning Academy uses a literature-based literacy program, to help students master all of the Common Core State Standards and become habitual, critical readers.

Key elements of the school's literacy program include:

- *Fluency and Decoding.* Students are placed in small groups based on initial diagnostic assessments that follow PALS protocols and procedures. This allows teachers to meet students at their current level, remediate specific deficits, and accelerate them to grade-level standards of proficiency. Teachers running these small groups are trained in early literacy and English language development in order to provide students with the phonemic awareness and phonics skills necessary for reading success. Several research-based programs have proven effective with similar populations of students. Students receive additional reading instruction until their assessment results indicate that fluency and decoding remediation is no longer needed.
- *Comprehension and the Use of Literature.* Understanding the written word is likely a student's best indicator of future school success. In order to ensure that all students develop proficient comprehension of all types of text, the Advanced Learning Academy provides multiple opportunities for skill development with a variety of texts with a focus on informational text. We believe strongly in the use of full pieces of literature, rather than the excerpts commonly used in the traditional basal reader. However, both the far reading and close reading strategies will be deployed to support deep analyses of text.

The Advanced Learning Academy's reading classes are grounded in the use of grade-level and above grade-level books and use an additional decoding and comprehension phonics program to support students who are struggling. Most of the novels selected for use in our reading classes were chosen from the Common Core State Standards.

Teachers read aloud short stories, novels, poems, and nonfiction to model fluent, expressive reading of texts at and above the students' grade level. Through the deliberate —think aloud of metacognitive strategies, teachers help students develop the habits of effective readers. Teachers also provide direct instruction about these metacognitive strategies, give students opportunities to practice and share their own thought processes, and offer constructive feedback that pushes students to deeper understanding, both in whole-class demonstrations and one-on-one reading conferences.

In **grades three** through five, students also practice these reading strategies in their core reading classes and in leveled, guided reading groups. These guided reading classes support the work of the core reading classes and are based on the same units of study and content standards as the core reading course. All teachers in the school (not simply English-Language Arts teachers) are assigned a group of students based on reading fluency, decoding, and comprehension assessment data. These groups are smaller in size than other core classes in order to provide increased opportunities for each student to read and receive specific feedback from their teacher. Teachers lead students through shared texts, with a level of support appropriate to the group's reading level..

A textual analysis component provides students the opportunity to apply specific reading skills to shorter pieces of texts that, through repeated practice, help students develop their ability to decipher questions and use evidence from the text to support their answers. These passages and questions are carefully selected to prepare students for mastery of the reading standards at each grade level.

Students read independently for at least 30 minutes a day in grades 4-**12**, including supervised reading time at school and assigned reading at home.

- *Vocabulary.* The development of academic vocabulary is a school-wide focus. Teachers in all content areas use research-based best practices for explicitly teaching new words, providing opportunities to learn words in context, and providing students with the necessary opportunities to practice these words repeatedly across content areas in collaborative conversations and writing. In addition, teachers provide students with instruction about word parts (prefixes, suffixes, and Latin and Greek roots) and strategies for learning new words so that students increase their vocabularies as they encounter unfamiliar words in their daily reading.

- *Writing and Grammar* Students at all grade levels also have opportunities to write for multiple purposes to improve their writing skills. They will write arguments to support claims in an analysis of substantive topics and off selected texts. In addition, students will write informative and explanatory texts to examine and convey complex ideas and information as well as narratives to develop read or imagined experiences or events.

In addition, through the explicit teaching and practice of grammar and spelling rules, students master conventions of the English language and will be held accountable for these conventions in the writing they complete at school—not just in writing, but in all of their classes. Students are expected to write every day, in every class and for a variety of purposes.

Mathematics

All students need a high-quality mathematics program designed to prepare them to graduate from high school ready for college and careers. In support of this goal, SAUSD adopted the Common Core State Standards in mathematics. The following is a brief summary of the standards by grade:

Kindergarten:

1. Counting and Cardinality
 - Know number names and the count sequence
 - Count to tell the number of objects
 - Compare numbers
2. Operations and Algebraic Thinking
 - Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from
3. Number and Operations in Base Ten
 - Work with numbers 11–19 to gain foundations for place value
4. Measurement and Data
 - Describe and compare measurable attributes
 - Classify objects and count the number of objects in categories
5. Geometry
 - Identify and describe shapes
 - Analyze, compare, create, and compose shapes

First Grade:

1. Operations and Algebraic Thinking
 - Represent and solve problems involving addition and subtraction.
 - Understand and apply properties of operations and the relationship between addition and subtraction.
 - Add and subtract within 20.
 - Work with addition and subtraction equations.
2. Number and Operations in Base Ten
 - Extend the counting sequence.
 - Understand place value.
 - Use place value understanding and properties of operations to add and subtract.
3. Measurement and Data
 - Measure lengths indirectly and by iterating length units.
 - Tell and write time.
 - Represent and interpret data.
4. Geometry
 - Reason with shapes and their attributes.

Second Grade:

1. Operations and Algebraic Thinking
 - Represent and solve problems involving addition and subtraction.
 - Add and subtract within 20.
 - Work with equal groups of objects to gain foundations for multiplication.
2. Number and Operations in Base Ten
 - Understand place value.
 - Use place value understanding and properties of operations to add and subtract.
3. Measurement and Data
 - Measure and estimate lengths in standard units.
 - Relate addition and subtraction to length.
 - Work with time and money.
 - Represent and interpret data.
4. Geometry
 - Reason with shapes and their attributes.

Third Grade:

1. Operations and Algebraic Thinking
 - Represent and solve problems involving multiplication and division.
 - Understand properties of multiplication and the relationship between multiplication and division.
 - Multiply and divide within 100.
 - Solve problems involving the four operations, and identify and explain patterns in arithmetic.
2. Number and Operations in Base Ten
 - Use place value understanding and properties of operations to perform multi-digit arithmetic.
3. Number and Operations—Fractions
 - Develop understanding of fractions as numbers.
4. Measurement and Data
 - Solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects
 - Represent and interpret data.
 - Geometric measurement: understand concepts of area and relate area to multiplication and to addition.
 - Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.
5. Geometry
 - Reason with shapes and their attributes.

Fourth Grade:

1. Operations and Algebraic Thinking
 - Use the four operations with whole numbers to solve problems.
 - Gain familiarity with factors and multiples.
 - Generate and analyze patterns.
2. Number and Operations in Base Ten
 - Generalize place value understanding for multi-digit whole numbers.
 - Use place value understanding and properties of operations to perform multi-digit arithmetic.
3. Number and Operations—Fractions
 - Extend understanding of fraction equivalence and ordering.
 - Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.
 - Understand decimal notation for fractions, and compare decimal fractions.
4. Measurement and Data

- Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.
 - Represent and interpret data.
 - Geometric measurement: understand concepts of angle and measure angles.
5. Geometry
- Draw and identify lines and angles, and classify shapes by properties of their lines and angles.

Fifth Grade:

1. Operations and Algebraic Thinking
 - Write and interpret numerical expressions.
 - Analyze patterns and relationships.
2. Number and Operations in Base Ten
 - Understand the place value system.
 - Perform operations with multi-digit whole numbers and with decimals to hundredths.
3. Number and Operations—Fractions
 - Use equivalent fractions as a strategy to add and subtract fractions.
 - Apply and extend previous understandings of multiplication and division to multiply and divide fractions.
4. Measurement and Data
 - Convert like measurement units within a given measurement system.
 - Represent and interpret data.
 - Geometric measurement: understand concepts of volume and relate volume to multiplication and to addition.
5. Geometry
 - Graph points on the coordinate plane to solve real-world and mathematical problems.
 - Classify two-dimensional figures into categories based on their properties.

Sixth Grade:

1. Ratios and Proportional Relationships
 - Understand ratio concepts and use ratio reasoning to solve problems.
2. The Number System
 - Apply and extend previous understandings of multiplication and division to divide fractions by fractions.
 - Compute fluently with multi-digit numbers and find common factors and multiples.
 - Apply and extend previous understandings of numbers to the system of rational numbers.
3. Expressions and Equations
 - Apply and extend previous understandings of arithmetic to algebraic expressions.
 - Reason about and solve one-variable equations and inequalities.
 - Represent and analyze quantitative relationships between dependent and independent variables.
4. Geometry
 - Solve real-world and mathematical problems involving area, surface area, and volume.
5. Statistics and Probability
 - Develop understanding of statistical variability.
 - Summarize and describe distributions.

Seventh Grade:

1. Ratios and Proportional Relationships
 - Analyze proportional relationships and use them to solve real-world and mathematical problems.
2. The Number System

- Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.
- 3. Expressions and Equations
 - Use properties of operations to generate equivalent expressions.
 - Solve real-life and mathematical problems using numerical and algebraic expressions and equations.
- 4. Geometry
 - Draw, construct and describe geometrical figures and describe the relationships between them.
 - Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.
- 5. Statistics and Probability
 - Use random sampling to draw inferences about a population.
 - Draw informal comparative inferences about two populations.
 - Investigate chance processes and develop, use, and evaluate probability models.

Eighth Grade:

1. The Number System
 - Know that there are numbers that are not rational, and approximate them by rational numbers.
2. Expressions and Equations
 - Work with radicals and integer exponents.
 - Understand the connection between proportional relationships, lines, and linear equations.
 - Analyze and solve linear equations and pairs of simultaneous linear equations.
3. Functions
 - Define, evaluate, and compare functions.
 - Use functions to model relationships between quantities.
4. Geometry
 - Understand congruence and similarity using physical models, transparencies, or geometry software.
 - Understand and apply the Pythagorean Theorem.
 - Solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.
5. Statistics and Probability
 - Investigate patterns of association in bivariate data.

Computer Science

At the Advanced Learning Academy, every teacher will have access to dedicated computers in their classrooms to prepare and present teaching activities such as class documentary movies, presentations, etc. Wireless network access will be available at the Advanced Learning Academy. Teachers will use various types of technology during classroom instruction, including computer and projector, interactive technology tools, and access to educational websites. Furthermore, the school will utilize computers to support the instructional and managerial needs, such as online grades and attendance information, online homework, and student progress reports for parents using the school information system.

During intervention, teachers use educational materials that provide review, re-teach and enrichment programs. The Advanced Learning Academy would utilize the same computer software programs and other resources as SAUSD that allow teachers to monitor the progress of students who are achieving below grade level, and provide software generated tests and personalized instructional materials based on common core and California content standards/framework which have not been achieved.

Students at the Advanced Learning Academy will develop their ability to use technology as a tool for learning, research, observation, and communication. The Advanced Learning Academy encourages parents' active use of school's technology resources by offering free tutorial sessions on how to track student's performance using School information system and providing computer access to all parents. The Advanced Learning Academy is aware of the fact that, given its target population, a high percentage of students may have either limited or no

access to any computer outside the school. The Advanced Learning Academy's computer science curriculum is designed for students with limited computer experience. Students requiring extra time with a computer will have the opportunity to visit the computer lab after school.

Textbooks & Instructional Materials

The Advanced Learning Academy, as a District-dependent charter, will adopt instructional materials that are aligned with Common Core State Standard instructional materials. The Advanced Learning Academy's Co-Director will work with the District's Educational Services Division and teacher leaders to identify, evaluate, and select appropriate materials and to make modifications to core and additional instructional resources.

Small School Environment

Research has repeatedly indicated that small schools are highly effective in ensuring that urban students reach proficiency. Among the benefits of smaller schools are:

- Lower dropout rates
- More course completion
- Higher grades and improvements in standardized test scores
- Better attendance
- Less exposure to violence
- Increased student engagement and achievement
- Better communication among the staff
- Increased parent involvement
- Greater accountability

At full enrollment the Advanced Learning Academy will serve 600 students in grades three through twelve. This small size and strategic growth plan allows us to create an environment where every staff member knows each student by name, individual supports are a vital component of the daily schedule, and a strong, orderly, academic culture is consistently maintained. This small school size provides the structure necessary for student success while at the Advanced Learning Academy and also allows the students to develop the character and discipline necessary for future success.

Culture of High Expectations

The Advanced Learning Academy has created a structured learning environment where everyone is held to high behavioral and academic expectations at all times. Leaders, teachers, and staff are expected to be professionals who work to the absolute best of their ability to ensure each student's success. Every staff member must be organized, meticulous, and passionate in the school-wide pursuit of excellence. Each is to be a model of the lifelong learner we challenge our students to become.

The leadership, teachers, and staff work together to create and support the high level of structure necessary for students to succeed academically and behaviorally. A clearly defined Code of Conduct outlines the behaviors expected from each student and the consequences for both positive and negative choices. Seemingly small details are given careful attention at the Advanced Learning Academy. From strict enforcement of the uniform policy, to standards for binder organization, to rules for behavior in the hallway, every detail is planned to ensure a safe, orderly, respectful school community.

In addition to this highly structured approach to management and discipline, the Advanced Learning Academy also works to create a caring, joyful community in which positive reinforcement and explicit character development efforts help students to build intrinsic motivation. Based on the success of this approach as used at

the highest-performing urban charter schools serving a similar population, consistent enforcement of consequences for small infractions prevents larger infractions from occurring.

Sample Instructional Calendar & Bell Schedule

TABLE 4: *Sample Elementary Bell Schedule*

Lower Elementary (TK-2)		
Breakfast	8:15 AM	8:30 AM
Reading/Writing/ELA	8:30 AM	10:20 AM
Recess	10:20 AM	10:40 AM
Math	10:40 AM	12:05 PM
Lunch	12:05 PM	12:30 PM
PALS (READING)	12:30 PM	12:55 PM
Specials	12:55 PM	1:40 PM
Science/Social Studies	1:40 PM	2:25 PM
Dismissal	2:25 PM	2:40 PM
Tutoring / Clubs	2:40 PM	3:30 PM

TABLE 5: Sample Intermediate Bell Schedule

			6	7	8
1st Period	8:00 AM	8:56 AM	ENGLISH	ENGLISH	ENGLISH
2nd Period	9:00 AM	9:56 AM	MATH	MATH	MATH
3rd Period	10:00 AM	10:56 AM	SOCIAL STUDIES	SOCIAL STUDIES	SOCIAL STUDIES
LUNCH	11:00 AM	11:28 AM	LUNCH	LUNCH	LUNCH
Reading	11:32 AM	12:00 PM	PALS	PALS	PALS
4th Period	12:04 PM	1:00 PM	SCIENCE	SCIENCE	SCIENCE
5th Period	1:04 PM	2:00 PM	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT
6th Period	2:04 PM	3:00 PM	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT
After School	3:10 PM	4:00 PM	TUTORING/CLUBS	TUTORING/CLUBS	TUTORING/CLUBS

EXHIBIT 2: Sample Academic School Calendar

Santa Ana Unified School District 2013-2014 - Sample Academic School Calendar																											
JULY 2013							AUGUST 2013							SEPTEMBER 2013							OCTOBER 2013						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
1	2	3	4	5			1	2	3	4	5	6		1	2	3	4	5	6		1	2	3	4	5	6	
8	9	10	11	12			5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
15	16	17	18	19			12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
22	23	24	25	26			19	20	21	22	23	24	25	26	27	28	29	30	31		28	29	30	31			
29	30	31					26	27	28	29	30	31		30							28	29	30	31			
4 Holiday - Independence Day							26 Duty Day - Student Free Day 27 First Day of Instruction 28 Modified Day 29 Professional Development Day *Refer to bottom right of calendar							2 Holiday - Labor Day 12 Back to School Night 13 Modified Day							11 Progress Reports 12 Modified Day						
Instructional Days: 0							Instructional Days: 4							Instructional Days: 20							Instructional Days: 23						
NOVEMBER 2013							DECEMBER 2013							JANUARY 2014							FEBRUARY 2014						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					27	28	29	30	31			24	25	26	27	28	29	30
1 Professional Development Day - Student Free Day 20 End of Trimester (60 Days) Progress Reports Holiday - Veteran's Day / Thanksgiving Modified Day Non-Instruction - Thanksgiving Recess							9 Duty Day - Student Free Day / Parent Conferences 10 Modified Day / Parent Conferences 11 Non-Instruction - Winter Recess 12 Holiday - Winter Recess							1 Holiday - Winter Recess 20 Holiday - Martin Luther King, Jr. Day 21 Modified Day 22 Non-Instruction - Winter Recess							7 Progress Report 10 Holiday - Lincoln Day 17 Holiday - Washington Day 18 Modified Day						
Instructional Days: 14							Instructional Days: 14							Instructional Days: 14							Instructional Days: 18						
MARCH 2014							APRIL 2014							MAY 2014							JUNE 2014						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
3	4	5	6	7			1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
10	11	12	13	14	15	16	7	8	9	10	11	12	13	8	9	10	11	12	13	14	9	10	11	12	13	14	
17	18	19	20	21	22	23	14	15	16	17	18	19	20	15	16	17	18	19	20	21	16	17	18	19	20	21	
24	25	26	27	28	29	30	21	22	23	24	25	26	27	22	23	24	25	26	27	28	23	24	25	26	27	28	
31							28	29	30					26	27	28	29	30			30						
19 End of Trimester (60 Days)/Modified Day Progress Reports Modified Day / Parent Conference							17 Open House 30 Modified Day / Testing Window 31 Modified Day / Parent Conference Non-Instruction - Spring Recess Testing Window							9 Progress Report / Testing Window 26 Holiday - Memorial Day 27 Modified Day / Testing Window 28 Testing Window							19 Last Day of Instruction / Modified Day End of Trimester (60 Days) 20 Duty Day - Student Free Day 21 Modified Day						
Instructional Days: 21							Instructional Days: 17							Instructional Days: 21							Instructional Days: 14						
IMPORTANT INFORMATION							DAYS OF INSTRUCTION							PROFESSIONAL DEVELOPMENT DAYS													
1. First Day of Service: August 22, 2013 2. First Day of Instruction: August 27, 2013							1. Students attend school 180 days 2. Parent Conferences: December 9 - 13, 2013 March 31 - April 4, 2014							August 22, 2013: 6 hours (1.0 workday) August 23, 2013: 6 hours (1.0 workday) November 1, 2013: 3 hours (0.5 workday) Total: 15 hours (2.5 Professional Development)													
Board Approved: March 26, 2013 Updated: April 4, 2013																											

E. PLAN FOR ACADEMICALLY LOW ACHIEVING STUDENTS

California's high stakes standardized testing program provides results too late for meaningful academic adjustments. Therefore, the Advanced Learning Academy students will be tested in the beginning of the school year and several times during the year with standards-based and large-scaled tests, and necessary adjustments to the instruction are made based upon the data.

Campus-wide tests will be used to measure individual levels of student performance reflected in state adopted content standards. The tests will measure various skills, such as analytic ability, critical thinking, and synthesis. While the testing is not used as a basis for student promotion, it will provide a valuable resource to identify students in need of remediation and intervention. The tests will be administered three times every academic year. They adapt to the student's ability, measuring what a child knows and needs to learn. They also measure academic growth over time, independent of grade level or age.

Students are tested in four main subject areas: Reading, Language Usage, Mathematics, and Science. Based on results, student performances will be identified as one of the following:

- Proficient and growing
- Proficient and not growing
- Growing but not proficient
- Not growing and not proficient

While we believe that most students' needs will be met by the wide variety of school-wide supports in place, the Advanced Learning Academy is committed to working with students who are achieving below grade level in order to help them achieve at expected levels.

A student at the Advanced Learning Academy is considered low-achieving if they meet the following criteria:

1. Performing more than one level below his/her actual grade level based on class assignments and assessments, including a proficient score on the California Assessment of Student Performance and Progress (CAASPP) and equivalent scores on Measures of Academic Performance (MAP) assessments
2. Earning below 70% in one or more core subjects and therefore in danger of failing the grade
3. Not on track to make at least one grade level of growth in reading, writing, and math

Students with below-grade-level skills benefit from the following components of our school's design:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques
- Supportive culture of high expectations and discipline
- Predictable class structure in all content areas
- Extended time for literacy (reading and writing) instruction in grades kindergarten through six
- Small, leveled guided reading groups in grades kindergarten through five
- Systematic, explicit instruction in phonics and phonemic awareness in kindergarten through first grade
- Systematic reading strategy and textual analysis instruction
- Extensive independent reading at each student's level
- Small group math instruction in grades kindergarten through three
- Systematic writing and grammar instruction
- Word Walls to reinforce academic vocabulary
- Frequent use of —think-pair-share and other cooperative learning strategies
- Use of graphic organizers to represent ideas
- Reinforcement of ELA standards in all content areas
- Explicit vocabulary instruction in all content areas
- Group work and oral presentations in all content areas

- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting academic and behavioral expectations

In upper grades, students identified as low achieving will also attend intensive obligatory after school programs tailored towards each student's needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject's content standards.

Students demonstrating adequate improvement can advance to a satisfactory level where they are provided moderate tutoring sessions and various fun opportunities, such as recreational clubs, and community trips. For those low-achieving students who do not positively respond to intervention/instruction, the homeroom teachers may decide to include them in different recreational activities to promote students' interest in learning. The teacher will regularly monitor academic improvement for these low achieving students through in-class assessment and monitoring tools. Parents will remain informed of their student's academic progress during this process via parent-student-teacher meetings and parent access to student grades and progress reports.

F. PLAN FOR ACADEMICALLY HIGH ACHIEVING STUDENTS

We are committed in engaging in comprehensive strategies for all students enrolled at the Advanced Learning Academy. While we believe that most students are appropriately challenged by our rigorous academic program, the Advanced Learning Academy is committed to working with students who are performing above grade level to provide additional challenge.

Students earning advanced scores on the CAASPP or MAP, or otherwise identified by the staff as high-achieving, benefit from the following components of our school's design:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques that challenge each student
- Small school size and safe environment, where academic achievement is cool
- Small, leveled guided reading groups that allow high-achieving students to access challenging literature
- Extensive independent reading at each student's level that allows each child to excel at his or her own pace
- Frequent use of "think-pair-share" and other cooperative learning strategies
- Opportunities to further develop literacy skills in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting our college preparatory mission
- Opportunities to build leadership skills through peer tutoring

Classroom teachers are trained to differentiate lessons to meet the needs of advanced learners, and provide learning experiences that meet the special needs of these students with regard to the pace of lessons, the depth of content presented, and variety of processes used and products created.

High-achieving students will also be offered opportunities to study a variety of advanced concepts in core academic subjects and enrichment topics. Additional opportunities for high-achieving students include advanced book clubs, poetry readings, math Olympics, journalism, robotics, speech and debate. These students are also challenged through preparation for and participation in a variety of school-based, local and/or national academic competitions, like spelling bees, science fairs, and Science Olympiad.

G. PLAN FOR ENGLISH LEARNERS

The Advanced Learning Academy will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Advanced Learning Academy will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

The Advanced Learning Academy will administer the home language survey upon a student’s initial enrollment into the Advanced Learning Academy.

CELDT Testing

All students who indicate that their home language is other than English will be a California English Language Development Test (“CELDT”) tested within thirty days of initial enrollment and at least annually thereafter between July 1st and October 31st until re-designated as fluent English proficient.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix may be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

Strategies for English Learners

The programs, materials and strategies to be developed, implemented and administered may include:

- Parents will be informed of how the program will specifically help their students learn English taught by qualified teachers who are providing research based instruction.
- Parents will be encouraged to be involved in the academic achievement of their student through written and oral communications which have been translated into the Spanish language Translation into other languages can be accomplished through the use of Santa Ana Unified School District personnel when necessary.
- Parent meetings and conferences regarding their student's identification, placement, progress, and exit criteria will have translators available.
- Parents will receive support strategies to assist their student at home
- Spanish speaking individuals will make phone calls to parents and translate at meetings

H. PLAN FOR SOCIO-ECONOMICALLY DISADVANTAGED STUDENTS

A goal of the Advanced Learning Academy is to expose students to STEM curriculum and inspire students to pursue STEM-related careers that might not have otherwise been exposed to STEM curriculum. The Advanced Learning Academy plans to offer the District a unique educational program that accomplishes this goal.

We believe that poverty alone does not indicate the need for specific instructional techniques. Our instructional approaches are based on each student's instructional needs, not their income level. Our school design is based on highly successful urban schools that serve a similar population of low-income students and offers a multitude of supports that meet the needs of potentially —at-risk students, including:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques
- Small school size and safe environment
- Supportive culture of high expectations and discipline
- Predictable class structure in all content areas
- Extended time for literacy (reading and writing) instruction
- Small, leveled guided reading groups
- Systematic, explicit instruction in phonics and phonemic awareness in kindergarten through first grade
- Systematic reading strategy and textual analysis instruction
- Extensive independent reading at each student's level
- Phonics, decoding, and fluency groups
- Systematic writing and grammar instruction
- Small group math instruction in grades kindergarten through three
- Frequent use of —think-pair-share and other cooperative learning strategies
- Use of graphic organizers to represent ideas
- Reinforcement of ELA standards in all content areas
- Explicit vocabulary instruction in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting academic and behavioral expectations.

California Department of Education defines socio-economically disadvantaged student as a student neither of whose parents have received a high school diploma or as a student who is eligible for the free or reduced-price lunch program, also known as the National School Lunch Program (NSLP). The Advanced Learning Academy will also use registration records, home visits and parent surveys to identify the socio-economically

disadvantaged students.

Being socio-economically disadvantaged means that the parents would likely not be able to provide sufficient help with topics taught in class or homework assigned to the student. Every student has a potential to learn and excel. However, not all students have the motivation to excel, or the means to do so. Socio-economically disadvantaged students are prone to fail because of lack of high expectation, or they do not have necessary assistance and guidance required of their families.

The instructional design of the Advanced Learning Academy addresses the needs of low-income and socio-economically disadvantaged students. The Advanced Learning Academy will identify the socio-economically disadvantaged and low-achieving students in the first weeks of the academic year, and implement early intervention where indicated.

While tutoring, additional resources given by teachers and available at the library, and after school programs will enhance the academic progress of the students; motivational guest speaker programs, parent meetings, university and college visits, and field trips are planned to shape the educational vision of the student and the family. Socio-economically disadvantaged students will have role models around them who will inspire motivation to focus on lessons and self-confidence with the discovery of their potential.

I. PLAN FOR SPECIAL EDUCATION

The Advanced Learning Academy recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment and pledges to work in cooperation with SAUSD to ensure that a free and appropriate education is provided to all students with exceptional needs. The Advanced Learning Academy will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, the Advanced Learning Academy will comply with AB 602, SAUSD guidelines, and all California laws pertaining to special education students.

Initially and by default, the Advanced Learning Academy shall be considered a “school of the District” for purposes of Special Education purposes pursuant to Education Code Section 47641(b). However, the Advanced Learning Academy reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium. A change in LEA status or SELPA membership shall not constitute a material revision of this charter.

So long as the Advanced Learning Academy operates as a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b) and in accordance with Education Code Section 47646 and 20 U.S.C. 1413, the Advanced Learning Academy seeks services from the District for special education students enrolled in the Advanced Learning Academy in the same manner as is provided to students in other District schools.

Per Federal Law, all students with disabilities will be fully integrated into the programs of the Advanced Learning Academy, with the necessary materials, services, and equipment to support their learning. The school will ensure that any student with a disability attending the Advanced Learning Academy is properly identified, assessed and provided with necessary services and supports.

The Advanced Learning Academy will meet all the requirements mandated within a student’s Individualized Education Program (IEP). The school will seek to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student’s needs as documented on the

IEP require a program other than inclusion, the school will work with the District and/or SELPA to provide an appropriate placement and services.

The Advanced Learning Academy will work with the District to make time and facilities available to meet the needs of the student's IEP. The Advanced Learning Academy will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques. The school will make available student's work products for analysis and evaluation of progress and will participate in the IEP reviews conducted by the District.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the Advanced Learning Academy, which will then forward such written notice to SAUSD within two school days. The school will encourage open communication between the parents and the district for any items related to the special education services. Students at the Advanced Learning Academy who have IEP's will continue to attend the school, unless the IEP recommends otherwise and states why.

In order to comply with Child Find requirements as specified by law, the Advanced Learning Academy will establish a referral and assessment process that brings together the parent/guardian, student, and school personnel to address any problems that interfere with a student's success at the school. This process will entail search and serve, a Student Study Team, referral, assessment and IEP review.

Interim & Initial Placements of New Charter School Students

If a student enrolls at the Advanced Learning Academy with an existing IEP, the Advanced Learning Academy will notify SAUSD within 5 days. An IEP meeting will be convened within 30 days to review the existing IEP, discuss the students' present levels of performance and needs, and offer an appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, the Advanced Learning Academy shall work with the District or SELPA to implement the existing IEP at the Advanced Learning Academy or as otherwise agreed by the parent/guardian.

Referral for Assessment

The referral process is a formal, ongoing review of information related to students who are suspected of showing potential signs of needing special education and related services. The Advanced Learning Academy's internal method of referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals will be responded to in writing by the Advanced Learning Academy within 15 days, either granting the request or denying the request pursuant to CFR 300.503 prior written notice requirements. The Advanced Learning Academy will notify SAUSD of the assessment request on the receipt of the request. Parents will be informed via the Special Education Administrator that special education and related services are provided at no cost to them.

The Assessment Plan along with the Parental Safeguards document is adequate notice of granting the request for assessment. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's written consent for assessment.

Assessment

The Principal will be responsible for gathering all pertinent information and sharing such information with the District. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the

student's primary language unless to do so is clearly not feasible, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with District or SELPA policies and procedures, the Advanced Learning Academy will follow the following assessment guidelines. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- Assessments must be conducted by a person with knowledge of the student's suspected disability and administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language unless to do so is clearly not feasible, and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable; and
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. The Advanced Learning Academy, in coordination with SAUSD will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Development & Implementation of IEP

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services.

The Advanced Learning Academy, in collaboration with SAUSD, will ensure that all aspects of the IEP are implemented at the school site. The Advanced Learning Academy will provide accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEP's will be served in the Least Restrictive Environment (LRE).

Each student's IEP team oversees the IEP development and implementation and documentation of progress of the student. All decisions concerning the special education programs and services to be provided to a student with a

disability are to be made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed
- The Student, if appropriate
- The Principal or designee
- At least one special education teacher of the student
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A District Special Education Representative
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;

Others familiar with the student may be invited as needed. The Advanced Learning Academy views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. The school will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone.

A copy of the IEP will be given to the parent in accordance with federal and state laws and SAUSD policies. Upon the parent or guardian's written consent, the IEP will be implemented by the Advanced Learning Academy, in cooperation with the District or SELPA in which the Advanced Learning Academy is a member. The IEP will include all required components and be written on District forms.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance
- The rationale for placement decisions
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered
- Measurable annual goals and short-term objectives focusing on the student's current level of performance
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided
- Accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments
- For students 16 years of age and older or younger than 16 years of age, if the IEP team deems appropriate, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes to conduct student's Annual Review IEP
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's eligibility and unique needs progress
- After the student has received a formal assessment or reassessment
- When a parent, teacher or other team member requests an IEP review for a student, consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request during the school year
- When an Individual Transition Plan is (ITP) required at the appropriate age

- When the Advanced Learning Academy seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

1. IEP Review

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed to determine if the student remains eligible for special education and, if so, the student's unique needs and goals.

If a parent or faculty member believes the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the school year via written notice to the school. Once the request is received, the Advanced Learning Academy will have thirty days to hold the IEP meeting.

Parents will be informed of student progress as specified on the students' IEP. The District's electronic IEP and progress report shall be utilized by the Charter.

2. Staffing

Although SAUSD will hold ultimate responsibility for providing Special Education services (so long as the Advanced Learning Academy operates as a school of the District for purposes of special education), the Advanced Learning Academy is committed to assuring all IEPs are properly implemented.

It is the goal of the Advanced Learning Academy to employ at least one full time teacher who, in addition to having the proper credentials to teach a general education subject, will also possess a Special Education Credential. This teacher, along with the Co-Director of the Advanced Learning Academy, will be the primary Charter School representative tasked with assuring that all aspects of the IEPs and 504 plans are implemented. All teaching staff at the Advanced Learning Academy will implement all IEPs and 504 plans appropriately for students at the Charter.

3. Reporting

The Advanced Learning Academy, in collaboration with SAUSD, will collect and maintain all information on disabled students as required by the CDE, utilizing the District's electronic IEP. The Advanced Learning Academy will utilize the Notice of Procedure Safeguards used by the District in which it is a member and pursuant to procedures established by the District.

4. Complaint Resolution

Parents or guardians also have the right to file a complaint with SAUSD and/or California State Department of Education if they believe that the school or SELPA has violated federal or state laws or regulations governing special education.

5. Special Education Strategies for Instruction & Services

The Advanced Learning Academy will comply with the federal mandate of the "least restrictive environment," meaning that the school will make every attempt to educate special education students along with their non-disabled peers. The Advanced Learning Academy will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through the Advanced Learning Academy's extended day and year. Each student's IEP requires differentiation for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of the school. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

6. Professional Development for the Advanced Learning Academy Staff

The School Director, Principal, regular and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by the District or SELPA.

So long as the Advanced Learning Academy operates as a “school of the District” for special education purposes, DISTRICT agrees to allow the Advanced Learning Academy staff access to all Special Education related professional development opportunities that are available to district employees.

7. Section 504 of the Rehabilitation Act

The Advanced Learning Academy shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of the School shall be accessible for all students with disabilities in accordance with the ADA.

The Advanced Learning Academy recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Advanced Learning Academy. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

A 504 team will be assembled by the Co-Director and shall include a SAUSD representative, the parent/guardian, the student, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student’s disability and the impact upon the student’s education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student’s aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student’s impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not

limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary. All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have access to each student's 504 Plan. The Co-Director will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

ELEMENT TWO & THREE | MEASURABLE STUDENT OUTCOMES & PUPIL PROGRESS MEASUREMENT METHOD

Governing Law: The measurable pupil outcomes identified for use by the Advanced Learning Academy. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. *Education Code Section 47605(b)(5)(B)*.

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. *Education Code Section 47605(b)(5)(C)*.

A. APPROACH TO ASSESSMENT & DATA

The Advanced Learning Academy's mission is to prepare students with the academic skills, character traits, and intellectual discipline necessary to excel in high school, college, and life. This includes providing at-risk elementary and intermediate school students with a college-preparatory instructional program that equips them for success in high school Honors and Advanced Placement courses. While we recognize that such growth is achieved in gradual, incremental steps, the Advanced Learning Academy regularly assesses the effectiveness of our programs using a variety of assessment tools. These frequent and systematic assessments provide the school leadership and teachers with valuable data that allow us to critique our academic program, adapt instructional approaches, and establish new goals to best serve our student population. Should any changes to the measurable pupil outcomes be made, the Advanced Learning Academy will submit those changes to the SAUSD as an update to the charter.

We believe in the value of standardized test data and also recognize that no single assessment provides a comprehensive picture of student progress. As a result, the Advanced Learning Academy uses a combination of assessments to gather valuable data about our students' strengths and weaknesses and allow us to make informed instructional decisions. The Advanced Learning Academy has created interim benchmark tests using a thorough understanding of grade-level standards and the school's scope and sequence, an intense look at California's released test questions and other relevant assessments, and will use the CDE's blueprints as models for each benchmark test. Teachers receive professional development and on-going feedback to improve quality of their informal and formal assessments and push them to consistently analyze and use data in ways that drive student achievement.

Data Analysis & Data-Driven Instruction

Management and teachers use test data to analyze areas of strength and weakness and to set priorities for each school year. Diagnostic assessments are administered at the start of each year to determine a baseline for students in English language arts and math. This data, along with classroom observation and other assessments, provides valuable details about students' needs in each content area, and results are used to help teachers plan lessons, effectively differentiate, and participate in academic support groups during tutoring.

Teachers meet with the management team after each round of interim assessments to closely inspect the data, look for patterns, and create an action plan for both the class and individual students based on the results. These action plans identify:

- Skills/concepts to be retaught to the entire class
- Skills/concepts to be retaught to small groups during class
- Skills/concepts to be retaught to individual students with one-on-one teacher instruction or with the assistance of a peer or volunteer tutor
- Adjustments to existing small groups for reading and math instruction

- Weaknesses in the curriculum to be revised for subsequent years
- Support and professional development for the teacher to strengthen areas of instructional weakness

Action plans are revisited frequently in grade-level and content-area team meetings to ensure that students are making adequate progress toward mastery. At least one teacher professional development meeting each month will include the analysis of student assessment data.

Reporting of Data

The Advanced Learning Academy creates a School Accountability Report Card (SARC) for submission to the CDE, including the following components. The SARC will be updated annually by the Operations Manager under the supervision of the Co-Director of Finance and Operations.

- Demographic data
- School safety and climate for learning information
- Academic data
- School completion rates
- Class sizes
- Teacher and staff information
- Curriculum and instruction descriptions
- Postsecondary preparation information
- Fiscal and expenditure data
- Adequate yearly progress data

Communication of Data with Students & Families

Students and their families deserve to be consistently and proactively informed about student performance. The Advanced Learning Academy involves students and their parents in the analysis of student work, noting progress, areas of strength, and plans to remediate any deficits.

After each round of interim assessments, teachers share results with students during class and short individual conferences with each student. At these mini-conferences, teachers work with each student to set goals for the upcoming assessment and personalize an individual action plan, including small group instruction or tutoring, as needed.

Teachers also use interim assessment results to create and maintain mastery charts for each student that show progress toward mastery for each content standard taught each year. These mastery charts are shared with students after each round of assessments and reviewed with parents at each report card conference. Interim assessment results, chapter and unit tests, and midterm and final exams are sent home for parents to review and sign.

State testing results are also sent to families and the Advanced Learning Academy hosts an annual parent meeting each summer to share the school's progress toward school-wide goals and also explain individual score reports to students and their families. The SARC will also be made available to the public through the Advanced Learning Academy website.

Student Achievement Goals

The principal, staff, and teachers of the Advanced Learning Academy will be held accountable by the SAUSD for meeting the following student outcome goals, in addition to Common Core goals.

TABLE 6: Measurable Student Outcome Goals and Assessment Tools

Outcome	Goal	Assessments
Academic Performance Index (“API”) growth	For the first year of operation, met or exceed the API meet or exceed the API of comparable SAUSD schools identified in Table 1 in Element 1. For subsequent years, meet or exceed API growth target in the year prior.	API reports (annual) Map assessments (quarterly)
Adequate Yearly Progress (“AYP”)	For the first year of operation, met or exceed the API meet or exceed the API of comparable SAUSD schools identified in Table 1 in Element 1. For subsequent years, meet or exceed API growth target in the year prior.	AYP reports (annual) MAP assessments (quarterly)
Grade-level proficiency	At least 80% of the students demonstrate grade-level proficiency on standards in Reading/Language Arts, Math, Science, and Social Studies. OR a minimum of 1.5 years growth on the MAP	CAASPP reports (annual) MAP assessments (quarterly) End-of-year student report cards (annual)
Student attendance rate	Average daily attendance rate of at least 95%	Daily attendance reporting via Aeries (daily) ADA rate report (monthly)
Student suspension rate	Suspension rate lower than the SAUSD average	CDE records (annual) Suspension reporting via Aeries (daily)
English Learner (EL) performance	50% of ELs will advance one overall performance level on the CELDT each year. 50% of ELs at overall Early Advanced performance level on the CELDT who are enrolled no less than one year will be reclassified to fluent English proficient (RFEP) each year.	CELDT reports (annual) CDE records (annual) School records (annual)
Graduation rate	Graduation rate higher than the SAUSD average	CDE records Enrollment and graduation records
Dropout rate	Dropout rate lower than the SAUSD average	CDE records Enrollment and graduation records
CAHSEE passing rate	10th grade CAHSEE passing rate of more than 70% during the first test administration of the year	CAHSEE reports

TABLE 7: Representative Measurable Student Outcomes and Assessment Tools in Core Academic areas

Curricular Focus	Measurable Outcomes	Assessment Tools
Core Academic Skills (Mathematics)	<p>Ability to solve text-based as well as real-world problems using a variety of mathematics tools and procedures</p> <p>Implement a variety of problem-solving strategies.</p> <p>Develop fluency in basic computational/procedural skills.</p> <p>Communicate precisely about quantities and logical relationships.</p> <p>Make connections among mathematical ideas and between mathematics and other disciplines.</p> <p>Be aware of the range of careers available in mathematics.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., CAASPP) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p> <p>MAP Testing (quarterly)</p>
Core Academic Skills (Science)	<p>Work individually and on a team, using scientific inquiry and skills and the scientific method to ask and answer questions about the physical world.</p> <p>Use critical thinking skills to analyze scientific problems and reach conclusions.</p> <p>Effectively communicate results verbally and in writing.</p> <p>Be aware of the range of careers available in science.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., CAASPP) (grades 6 – 8) (annual)</p> <p>Portfolios of student work, reports and/or exhibits scored by the teacher using rubrics. (monthly)</p> <p>MAP Testing (quarterly)</p>
Core Academic Skills (Language Arts)	<p>Grade-level and critical reading skills.</p> <p>Knowledge of a coherent body of literature from the traditional canon.</p> <p>Effective and accurate writing skills.</p> <p>Effective verbal communication skills.</p> <p>Critical-thinking skills.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., CAASPP) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p> <p>MAP Testing (quarterly)</p>
Core Academic Skills (History - Social Science)	<p>Ability to analyze, explain, and evaluate world, US and world history.</p> <p>Ability to link events in one historical period to another.</p> <p>Effective writing and verbal communication skills.</p> <p>Critical-thinking skills.</p> <p>Critical-reading skills.</p> <p>Understanding of cause and effect.</p> <p>Understanding the importance of belief systems.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., CAASPP) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p>

TABLE 8: Representative Measurable Outcomes and Assessment Tools for Interpersonal Skills

Skills	Measurable Outcomes	Assessment Tools
Leadership, Collaboration and Cooperation	Incorporate personal management skills on a daily basis. Effective participation in group decision-making processes. Work cooperatively with others and be a team player in achieving group goals. Be able to assume leadership in group tasks.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or exhibits including group assignments.
Self-assessment and Reflection	Describe, analyze and prioritize personal skills and interests that they want to develop. Describe and effectively use the personal qualities they possess that make them successful members of their school and community. Recognize their intelligence types and personal learning styles and employ those styles in their learning and personal development.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or presentations scored by the teacher using rubrics.
Goal Setting	Set positive academic and non-academic goals. Apply goal-setting skills to promote academic success. Set post-secondary goals with action steps, timeframes, and evaluation criteria. Identify the skills and credentials required for a particular profession and prepare accordingly.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or presentations scored using rubrics.
Critical Thinking and Problem Solving	Implement stop, think, and act strategies in solving daily life problems. Generate alternative solutions to problems and predict possible outcomes. Apply the steps of systematic decision-making in school and life.	End of semester teacher evaluations on student behaviors. Portfolios of student work, reports and/or presentations scored using rubrics.
Self-discipline	Implement a plan to meet a need or address a challenge based on personal strengths and available support from others. Explore career opportunities based on their identified interests and strengths. Show self-esteem based on accurate assessment of self.	End of semester teacher evaluations on student behaviors. Portfolios, presentations and/or exhibits of student work
Citizenship	Personal honesty and integrity. Courage to express their views. Love, respect and loyalty to the United States of America. Understanding and tolerance towards other societies in the world. Participate in multicultural and cross-cultural activities.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios, presentations and/or exhibits of student work, peer competitions

B. STATEWIDE ASSESSMENTS

The Advanced Learning Academy agrees to comply with and adhere to the State requirements for participation and administration of all state mandated tests and Common Core tests. Test results will be provided directly to the District.

C. GRADING & PROMOTION

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At the Advanced Learning Academy, course report card grades are to be represented in letter-grade equivalent to the percentage earned in each course.

The Advanced Learning Academy's grading policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

Grading Policy

Students at the Advanced Learning Academy earn grades based on their demonstration of mastery of the California Content Standards. Grades include student performance on in-class work, homework, assessments, and other components as applicable to each content area. Each department will work with the Department Chair in conjunction with the School's Co-Director to develop specific and consistent weights for each component to ensure that grades are calibrated and assigned in a fair and consistent manner that corresponds with student mastery of State Content Standards. The grading standards are school-wide and will be shared with parents and students. Exceptions to this grading policy for students with special needs are based on each student's IEP.

Table 9 indicates the ways in which letter, percentage, and rubric grades are used at the Advanced Learning Academy and what these grades mean in terms of a student's level of mastery of the State Content Standards:

TABLE 9: Grading Policy

Letter Grade (grades 2-8)	Percentage	Rubric Score (grades TK-1)	Meaning
A+	98-100%	4	A student earning an A in a course is consistently demonstrating advanced levels of mastery with the content standards.
A	93-97%		
A-	90-92%		
B+	88-89%	3	A student earning a B in a course is consistently demonstrating proficiency with the content standards.
B	83-87%		
B-	80-82%		
C+	78-79%	2	A student earning a C in a course is consistently demonstrating basic competency with the content standards.
C	73-77%		
C-	70-72%		
NYP	Below 70%	0 or 1	A student earning less than 70% in a course is not yet demonstrating a basic level of mastery with the content standards and needs to demonstrate mastery of the standards before credit will be earned.

ELD Grades

1 = Beginning,
2 = Early Intermediate,
3 = Intermediate,
4 = Early Advanced,
5 = Advanced

The following is the Advanced Learning Academy's policy regarding the retention of pupils in grades K–5:

Grades K–2: Any student who is not at benchmark based on (1) reading benchmark assessments or (2) math benchmark assessments or (3) report card grades; Grades 3–5: Students who fail to achieve the minimal level of proficiency (BASIC) in accordance with SBE Section 60648 on MAP tests and/or CAASPP in Mathematics or Reading and Language Arts; Grades K-5: Any student who is more than one year behind grade level in mathematics or reading and language arts as determined by the MAP assessments. Kindergarten students will be retained only if the teacher and parent are in agreement that retention is the best intervention to ensure student success.

An identified student who is performing below the minimum standard for promotion shall be recommended by the student's teacher for retention in the current grade unless the student's teacher determines in writing that retention is not the appropriate intervention for the student's academic deficiencies. The teacher's recommendation to promote is contingent upon a detailed plan to correct deficiencies. At the Advanced Learning Academy, the following steps will be taken prior to a student being retained:

- A letter shall be sent to the student's parent(s) or guardian(s) by May 1st of each school year informing them that their child is at risk of retention.
- The teacher's evaluation shall be provided to and discussed with the student's parent(s) or guardian(s) and the principal before any final determination of pupil retention. The parent(s)/guardian(s) are informed at that meeting that their child is recommended for retention. This meeting is documented with an academic support plan signed by both the teacher and parent/guardian.
- The principal shall make a decision regarding the recommended retention. Upon the acceptance or rejection of the above stated reports by the principal, a letter shall be sent within five school days to formally inform the student's parent(s) or guardian(s) of the principal's decision regarding the retention.
- The parent(s) or guardian(s) shall have the right to appeal the decision to the Deputy Superintendent of the District.
- The program design of the Advanced Learning Academy is to ensure that all children succeed. Students who are in jeopardy of retention are individually counseled and given extra help in their specific areas of concern, both in class and through intervention offerings.

Report Cards

Student report cards create a succinct written record of student performance by compiling data from multiple assessments both formal and informal. Report cards are one of several ways to keep parents informed about student performance and to ensure that data collection is regular and consistent. Report cards reflect student achievement toward state standards, and summarize narratives, anecdotal records, attendance data, and information about student participation in class and school life. Results of standardized tests are mailed separately as well as included in the student grade report with explanations designed to help students and parents interpret their relationship to other assessments.

The Advanced Learning Academy will use a standards-based report card that is aligned with the New State Standards. For each academic content area, students are scored on a 1–5 scale, which mirrors the CAASPP scores. ELD also uses the 1–5 scale, but the scores mirror the CELDT scores. The guidelines for all content areas indicate the Proficient Level. Proficient is considered at grade level. To receive a Proficient (4), the expectation is that the student has mastered all the standards indicated in the guidelines for that marking term.

Students will receive a report card three times a year. At the end of the first and second trimester, teachers will arrange a conference to discuss the report card with every parent/guardian. End-of-the-year conferences are prioritized for parents/guardians of students not making progress, low-achieving students, and those being retained. Other parents/guardians are encouraged to attend teacher conferences at the end of the year as well.

Ongoing communication between teachers, parents, and students is an essential component of the Advanced Learning Academy. In addition to progress reports, report cards, and assessment reports, newsletters are

distributed monthly and grade-level meetings occur monthly. Parents can conference with teachers on an informal basis weekly or monthly, and on a formal basis three times per year, to discuss students' progress reports and proficiency levels. Back to School Nights and Open House also take place each year.

Elementary School Grade Promotion

In grades K through 5, students will receive one of the following marks for their grade level performance on each component or standard in Language Arts, Math, Science, and Social Science.

Intermediate School Grade Promotion

The Advanced Learning Academy will follow a standard scale to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses. In grades 6 through 8, for year-long courses, the numerical grades of two semesters will be averaged to determine an end-of-the-year grade. The average numerical grade will then be converted to a letter-grade and grade-point equivalent for GPA calculations. To earn credit, the end-of-the-year grade for the class must be at least a "C" (2.0) or the second semester grade should be at least a "B-" (2.7).

To be promoted to the next grade, an intermediate school student must have a 2.0 grade point average (GPA) and passing end-of-the-year grades in all core courses before the start of the next school year. Core courses are Math, Science, English Language Arts, and History/Social Science.

Students who fail three or more core courses at the end of the year will not be promoted to the next grade. Eighth graders who are not being promoted will not be able to participate in eighth grade promotion activities. Students who fail one or two core courses can attend summer school to make up failed courses during summer. Student transcripts will be updated to include summer grades and GPA will be recalculated.

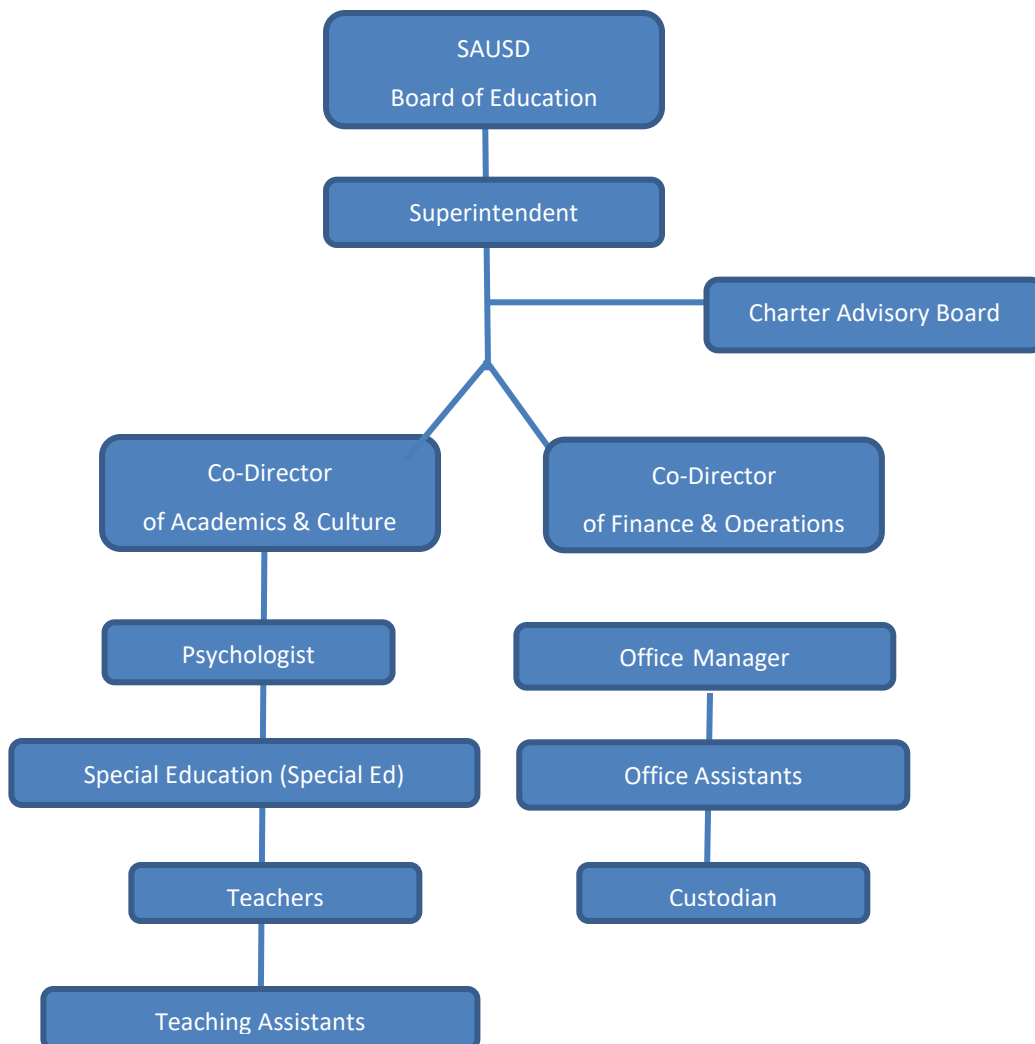
ELEMENT FOUR | GOVERNANCE

Governing Law: The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. *Education Code Section 47605(b)(5)(D).*

A. GOVERNANCE OF THE SCHOOL STRUCTURE

The Advanced Learning Academy Advisory Board, in cooperation with the SAUSD Board of Education, will govern the Advanced Learning Academy. The Advanced Learning Academy Co-Directors will be evaluated by the SAUSD Superintendent. In an effort to additional oversight, the Advanced Learning Academy will create a five-member Advisory Board that will aide in the supervision of the Advanced Learning Academy policies, programs, evaluations, and finances. The Advisory Board members will be determined prior to the opening of the Advanced Learning Academy, and will be comprised of three members representing SAUSD and two members selected by the Dean of the UCI School of Education.

EXHIBIT 3: Organizational Chart:



B. SCHOOL LEADERSHIP

Refer to the Collective Bargaining Agreement between the SAUSD and Santa Ana Educators' Association in Appendix A.

C. PARENTAL INVOLVEMENT

The Advanced Learning Academy strongly encourages parents to participate in and share the responsibility for their children's educational process and educational. Studies have shown that students whose parents are involved in their education generally have higher grades, better attendance, higher homework submission rates, higher graduation rates, and a better chance of continuing with their education after graduation. The Advanced Learning Academy will work with parents to make them aware of the importance of their involvement in their children's education through some combination of the following activities:

- Parents will play an active role in developing local school policies, leading efforts to engage the support of the community, making recommendations about issues related to the school, and reviewing parental and community concerns.
- Parents complete a survey each year evaluating the strengths and weakness they identify with the program.
- There will be various opportunities for parents to volunteer. For example, they may help in classrooms, lead extra-curricular activities, assist in event planning, tutor, assist with lunch distribution, and attend field trips. It is not required, but expected, that parents will contribute a minimum of 10 hours per year to the school.
- Teachers will meet one-on-one with parents of low-achieving students on an as needed basis to ensure the proper supports are in place for the student.
- Communications with parents, whether about school policies and programs or about their own children, will be frequent, clear, and two-way. This will include community outreach meetings in native languages. Students will assist staff with helping parents understand the link between education and career opportunities.
- Individualized student and parent advisory sessions: Each of our teachers and mentors will be assigned to a small group of students. They will arrange two to four meetings at school during the school year to discuss their students' academic achievements.
- Parents will also be collaborators in the educational process. The Advanced Learning Academy will provide an opportunity for parents to participate in their child's education, receive technology training, enroll in empowerment classes and provide input into school operations.
- Parents of participating students will also be involved as: project team members, guest lecturers, content evaluators and peer leaders in community outreach/recruitment activities.
- Each trimester, parent workshops on improving student study skills and college preparation will be offered. Also, the Advanced Learning Academy will encourage parents to form a parent committee. The school will also work with parents to develop and adopt a set of parent involvement policies and strategies.

D. GRIEVANCE PROCEDURE FOR PARENTS & STUDENTS

The Advanced Learning Academy will designate at least one employee at each site to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

The Advanced Learning Academy will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

The Advanced Learning Academy will implement specific and continuing steps to notify applicants for admission and employment, students and parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

ELEMENT FIVE | EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the school. *Education Code Section 47605(b)(5)(E)*.

The Advanced Learning Academy is a dependent charter of the SAUSD and works within existing hiring policies and practices. SAUSD employs a group of professionals passionate about educating all students and dedicated to fulfilling our college preparatory mission. Education research consistently demonstrates that teacher quality has the most significant impact on student achievement. As a result, it is a top priority to recruit, select, hire, train, support, and retain the best teachers, administrators, and support staff available.

Equal Opportunity Employer

The Advanced Learning Academy and the SAUSD believe that all persons are entitled to equal employment opportunity. The Advanced Learning Academy shall not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

A. QUALIFICATIONS, CONDITIONS & BENEFITS

Credentials

All teachers at the Advanced Learning Academy and in SAUSD will follow credentialing requirements described in the California Education Code and policies established by the SAUSD Board of Education. Teachers of core content areas (English Language Arts, Math, Science, and Social Studies) are required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. All teachers working with ELs must possess an EL authorization from the California Commission on Teacher Credentialing (CTC) or authorization allowed under California Education Code such as an Emergency CLAD/BCLAD Permit from the CTC. The Advanced Learning Academy will limit the use of Emergency Credentialed Teachers.

The Advanced Learning Academy and SAUSD may employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instruction support staff will not assign grades or approve student work assignments without the approval of a teacher except in non-core courses and activities. All non-instructional staff will possess experience and expertise appropriate for the position within the school.

Employee Records & Background Checks

The Advanced Learning Academy and SAUSD will comply with all State and Federal laws concerning the maintenance and disclosure of employee records. Copies of each teacher's credentials are kept on file in the main office and are readily available for inspection. School administration will review teacher credentials annually.

The Advanced Learning Academy and SAUSD comply with California Education Code 44237 and 45125.1 regarding the requirement to fingerprint and obtain background clearance of employees. Prior to the first day of work with students, the Advanced Learning Academy will process all background checks through LiveScan, administered by the United States Department of Justice.

In addition, all employees must provide:

- Up-to-date medical clearance of communicable disease and a negative Mantoux Tuberculosis (TB) test.
- A full disclosure statement regarding a prior criminal record
- Documents establishing legal employment status
- Contact information for at least two (2) professional and one (1) personal reference

Employee Welfare & Safety

The Advanced Learning Academy and SAUSD comply with all Local, State, Federal, and relevant District policies concerning employee welfare, health, and safety issues. These include, but are not limited to, the requirement for a drug- and tobacco-free workplace and child abuse awareness and reporting.

B. THE RECRUITMENT & SELECTION

Teacher Recruitment

The Advanced Learning Academy and SAUSD recruit qualified teachers to successfully implement the school's mission. Teacher recruitment includes job listings posted on a variety of teacher recruiting sites, including Ed-Join and the Association for Supervision and Curriculum Development.

Staff Selection

The Advanced Learning Academy and SAUSD utilize a strenuous screening process to ensure selection of the highest quality staff. The SAUSD hires the school's Co-Directors. All other staffing decisions will be made by the Co-Directors in collaboration with SAUSD staff.

Our selection process includes:

1. Development of job qualifications and a thorough job description
2. Posting of job openings and participation in career fairs
3. Request of a resume, cover letter, and short essay responses
4. Short introductory interview (in-person or by phone)
5. Sample teaching lesson followed by debrief
6. Extensive interview with multiple members of the school's existing staff
7. Verification of credential and previous employment, State and Federal background checks, and professional and personal reference checks of strong candidates
8. Offers of employment to the strongest candidates

The selection procedures shall not discriminate on the basis of race, sex, religion, color, national origin, ancestry, physical or mental disability, medical condition, status as Vietnam-era veteran or special disabled veteran, marital status, age (40 and above), sexual orientation or any other basis protected by federal, state, or local law or ordinance or regulation.

General Qualifications

All faculty and staff must possess a firm belief in our mission and core instructional beliefs, exemplary personal character, and critical professional qualifications. Ideal candidates for employment at the Advanced Learning Academy, regardless of their position, must consistently demonstrate the following:

- Unwavering belief in and commitment to fulfill the Advanced Learning Academy's mission
- Embodiment of the Advanced Learning Academy's PRIDE values—preparation, respect, integrity, determination, and enthusiasm
- In-depth knowledge of and enthusiasm for classroom technology and STEM areas

- Eagerness to use hands-on, project-based instructional methods utilizing technology on a daily basis
- Ability to prioritize and manage multiple tasks
- Ability to effectively handle challenging situations with students, parents, and faculty
- Desire to work as a member of a collaborative team
- Willingness to have frequent and honest dialogue about job performance
- Modeling lifelong learning by engaging in individual professional development
- Demonstrated commitment to academic excellence and high standards—for themselves, their students, and their colleagues
- Experience working with urban student populations (preferred)
- Strong oral and written communication skills
- Use of data to inform decisions and drive continuous improvement
- Comfort with basic Microsoft Office applications
- Regular, punctual attendance and professional appearance
- Appropriate California credentials and qualifications required by No Child Left Behind

Job Descriptions for Key Personnel

The staff of the Advanced Learning Academy will include the following key personnel:

- Co-Director for Academics and Culture (Principal)
- Co-Director for Finance and Operations
- Office Manager and office assistants
- Teachers
- Psychologist

The following job descriptions outline the key positions at the school, including their qualifications and responsibilities. Job descriptions will be revised as necessary to reflect the needs of the school.

1. Co-Director for Academics and Culture (Principal)

The Co-Director of Academics and Culture will be the candidate with the most expertise in quality curriculum, non-traditional instruction, administration, working with historically underserved populations and motivating parents. Further, the Principal will have extensive classroom experience and a respect for quality, innovative teachers with high-tech and STEM specialties. The Principal will also be instrumental in developing partnerships with local businesses and higher education partners as part of the school's unique program offering opportunities for internships, leadership, public speaking, and college and career pathways. By hiring adequate support staff and through the support services of the district, the Principal will have more time to serve as a mentor teacher, interact with students and parents and effectively deal with and follow-up on academic and disciplinary problems.

The Co-Director of Academics and Culture will work in with the Co-Director of Operations and Finance to advance the school's mission. He/she will be directly accountable to the Superintendent for the school's rigorous culture and academic success.

As the instructional leader of the Advanced Learning Academy, the individual who assumes the position of Co-Director for Academics and Culture must be prepared to successfully carry out many different tasks, including, but not limited to the following:

- Providing day-to-day leadership of the school
- Recruitment, hiring, assignment, evaluation, and firing of all instructional staff
- Providing high quality professional development for teachers and support staff
- Developing and managing the school's instructional leadership team (Assistant Directors, Dean, Special Education Coordinator, and Teacher Leaders)
- Overseeing school-wide transition to the Common Core State Standards

- Overseeing standardized testing coordination
- Utilizing student assessment data to maximize student achievement
- Building and maintaining a school culture based on the school's values—preparation, respect, integrity, determination, and enthusiasm
- Enforcing student discipline policies
- Managing the school's special education program
- Developing internal and external academic goals, evaluating school performance on multiple measures, and adjusting program elements accordingly
- Evaluating, selecting, and/or overseeing creation of high-quality curricula
- Preparing and presenting thorough and accurate monthly academic reports to the Board, including student progress toward specific benchmarks identified by the Board
- Ensuring the physical and emotional safety of all students and employees

In addition to the general expectations of all school employees, this Co-Director should possess:

- At least three years teaching experience and two years leadership experience, ideally in urban and/or charter schools
- Demonstrated classroom success
- Demonstrated experience managing and leading adults toward increased student achievement
- Knowledge of applicable education laws and regulatory compliance
- Knowledge of school finance, budgetary planning, and accounting principles preferred
- Understanding of statistical data and analysis, particularly with student achievement data
- Master's Degree in Education or related field
- Administrative credential or comparable school leadership training preferred

2. Co-Director for Finance & Operations

The Co-Director of Operations and Finance at the Advanced Learning Academy will work with the Co-Director of Academics and Culture to advance the school's mission. He/she will be directly accountable to the Superintendent for the school's financial stability and organizational viability.

As the operational leader of the Advanced Learning Academy, the individual who assumes the position of Co-Director for Finance and Operations must be prepared to successfully carry out many different tasks, including, but not limited to the following:

- Recruitment, hiring, assignment, evaluation, and firing of all non-instructional support staff
- Recruitment of students, including coordinating a random public lottery, when needed
- Implementing effective communication processes with all stakeholders
- Creating structures for meaningful parental involvement
- Overseeing the annual budget and monthly cash flow, and ensuring sound financial conditions
- Overseeing acquisition and maintenance of the school site
- Managing relationships and overseeing the work of contracted service providers
- Advocating on the school's behalf and serving as the school's primary spokesperson to all external audiences, including investors, media, community partners, local leaders, elected officials, and the Santa Ana Unified School District
- Work with the Advisory Board to develop and implement a fundraising strategy and plan
- Ensuring the school follows all applicable District policies and State and Federal laws

In addition to the general expectations of all school employees, this Co-Director should possess:

- least two years teaching experience and two years leadership experience, ideally in urban and/or charter schools
- Demonstrated classroom success

- Demonstrated experience managing and leading adults toward increased student achievement
- Knowledge of applicable education laws and regulatory compliance
- Knowledge of school finance, budgetary planning, and accounting principles
- Understanding of statistical data and analysis, particularly with student achievement data
- Master's Degree in Education or related field
- Administrative credential or comparable school leadership training preferred

3. School Psychologist

The School Psychologist will maintain compliance with guidelines regarding the assessment, reporting, and services provided to students with Individualized Education Programs (IEPs). He/she will also use therapeutic skills to help students understand and deal with social, behavioral and personal problems that may be affecting particular students in the classroom. The psychologist will work with individual students, families and groups, and he/she will also function as an integral part of the special education department and the larger school team. This role is integral in supporting students toward better coping with their daily stresses while functioning in an academically rigorous environment. The Psychologist reports to the District Special Education Administrator.

The School Psychologist will:

- Guide students to develop problem solving and coping skills. Help student/family gain insight into their issue of concern and create an action plan
- Create new or use existing paperwork (Consent form, Release of Information, Intake Questionnaire, Basic Information Sheet, Student File Checklist) needed to obtain parental/client consent for treatment
- Collect information through interviews (initial intake, collaboration with outside professionals working with the student, etc.) and observations
- Assess safety and follow protocol in crisis situations
- Evaluate the effectiveness of counseling and client progress in resolving identified problems and moving toward identified objectives
- Maintain confidentiality, unless there are special circumstances to break confidentiality, as in the case of danger to self or others

Specialized Qualifications –

Required:

- Candidate must possess a graduate degree in school psychology
- Candidate must also possess a valid school psychological services credential
- Experience working with urban middle school students and their families
- Knowledge of applicable special education laws and regulations
- Experience conducting psychological assessments, writing comprehensive reports, participating in IEP meetings, and providing individual and group counseling

Preferred:

- Fluency in Spanish
- Experience working with families, doing family counseling, leading parent workshops, etc.
- Knowledge of external resources to support students and families outside of the school day/structure
- Experience as a classroom teacher in an urban setting

4. Special Education Teacher

The special education teacher will work with and report to the District Special Education Administrator to operationalize the mission of the Advanced Learning Academy and ensure high-quality special education services

for students.

The special education teacher's primary duties include:

- Providing pull-out and push-in Special Ed services for students with Individualized Education Plans (IEPs)
- Drafting IEPs and ensuring compliance with all components of the IEP
- Ensuring that all service minutes are provided and appropriately documented through meticulous special education records
- Monitoring progress toward IEP goals and providing parents with frequent progress reports
- Scheduling, preparing for, and facilitating IEP meetings
- Meeting regularly with other members of the special education to collaborate and share best practices
- Collaborating with general education teachers to ensure academic success of special education students within the classroom
- Coordinating with the general education team to ensure students are provided an effective Student Success Team (SST) process
- Completing other tasks as directed by the Special Education Coordinator or Co-Director for Academics and Culture

In addition to the general expectations of all school employees, the special education teacher should possess:

- Valid Resource Specialist Program credential through the CA Commission on Teacher Credentialing, including authorization to work with English language learners
- Working knowledge of special education law, documentation, and best practices
- Effective communication with parents, especially conflict resolution
- Successful teaching and/or special education experience, ideally with urban youth, as evidenced by strong achievement data and strong classroom relationships, preferred
- Working knowledge of content standards and curricular materials for the grade span for which he/she will be responsible, preferred
- Master's degree in special education or related field, preferred

5. Teachers

Teachers at the Advanced Learning Academy perform the most critical work of our school—the daily instruction, evaluation, and support of our students. Teachers will report to the Co-Director for Academics and Culture or Assistant Director.

A Charter School teacher's primary duties include:

- Planning and delivering thorough, challenging, standards-based lesson that ensure all students master required content
- Assessing students daily through informal measures and at least one formal test or quiz each week
- Creating comprehensive chapter and/or unit tests, as well as cumulative final exams
- Reinforcing school-wide rules and expectations in classrooms and elsewhere on campus
- Providing supervision before- and after-school and at lunch and/or recess as assigned in order to maintain student safety
- Reflecting continually in order to ensure a culture of high academic and behavioral standards
- Communicating effectively with students, parents, and colleagues
- Using detailed data analysis of student performance to inform best practices
- Identifying students who are academically at risk and initiating effective intervention strategies
- Completing other tasks as directed by the Co-Directors

In addition to the general expectations of all school employees, the teachers should possess:

- Bachelor's degree (advanced degree preferred)
- Appropriate California teaching credential, including English Learner Authorization
- Fulfillment of all criteria set forth to be considered Highly Qualified under NCLB
- Evidence of successful management of an urban classroom using structure and high expectations to drive student success
- Experience as a classroom teacher with demonstrated quantifiable and objective student performance gains that surpass state or local averages
- Ability to work with a variety of learning abilities, including those with special needs and low skill level in a heterogeneously grouped classroom setting
- Demonstrated ability to work well in a team, especially with parents and community members

6. Teaching Assistant

A Teaching Assistant at the Advanced Learning Academy supports the teachers in the daily instruction, evaluation, and supervision of our students. Teaching Assistants report to the Teacher to whom they are assigned.

A Teaching Assistant at the Advanced Learning Academy's primary duties include:

- Collaborating with teachers to plan and delivering small group lessons and activities that ensure all students master required content
- Assessing students and tracking results to inform lessons
- Reinforcing school-wide rules and expectations in classrooms and elsewhere on campus
- Providing supervision before- and after-school and at lunch and/or recess as assigned in order to maintain student safety
- Reflecting continually in order to ensure a culture of high academic and behavioral standards
- Communicating effectively with students, parents, and colleagues
- Using detailed data analysis of student performance to inform best practices
- Identifying students who are academically at risk and initiating effective intervention strategies
- Translating for parent meetings, conferences, and events as needed
- Completing other tasks as directed by the Co-Directors, including administrative office tasks

In addition to the general expectations of all school employees, the teachers should possess:

- Associate's Degree
- Evidence of successful management of an urban classroom using structure and high expectations to drive student success
- Ability to work with a variety of learning abilities, including those with special needs and low skill level in a heterogeneously grouped classroom setting
- Demonstrated ability to work well in a team, especially with parents and community members

7. Office Manager

The Office Manager of the Advanced Learning Academy will ensure the efficient operation of the school's main office and work with members of the administrative team to ensure the success of the school. The Office Manager will report to the Co-Director for Finance and Operations.

The Office Manager's primary duties include:

- Performing the duties of the Office Assistant in his/her absence, including reception, clerical, and student supervision duties.
- Implementing systems to support the work of teachers and administrative staff
- Working with the Operations Managers and back office support provider to prepare various district, state, and federal reports
- Independently, or in accordance with administrative instructions, developing school communications in English and Spanish based on a thorough knowledge of school policies, regulations, and operational procedures
- Translating for parent meetings and school events
- Preparing and maintaining a variety of student and school records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine, and scanners with speed and accuracy
- Maintaining a neat, organized office environment
- Assisting in the coordination of special events
- Overseeing and evaluating the Office Assistant
- Assisting the Co-Directors and members of the administrative team, as directed

In addition to the general expectations of all school employees, the Office Manager should possess:

- A minimum of an Associate's Degree or two years of college
- A minimum of two years' experience in a similar position
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping, and data collection systems
- Exemplary communication skills in English and Spanish, including impeccable grammar and fluency
- Strong public relations skills with a variety of constituencies
- Ability to quickly and accurately perform clerical duties such as data entry, filing, maintaining systems, proofreading, and operating office equipment
- Experience in an educational setting preferred

8. Office Assistant

The Office Assistants at the Advanced Learning Academy will be the school's front desk receptionist and will support members of the administrative team to ensure the success of the school. The Office Assistant will report to the Office Manager.

The Office Manager's primary duties include:

- Monitoring the school's entryway, greeting parents and visitors, and ensuring school safety
- Performing clerical duties, including data entry, mail correspondence, office supply inventory, and answering phones
- Attending to students who are ill or injured
- Student supervision during arrival, recess, lunch, dismissal, etc., as directed by Co-Director
- Maintaining attendance records, including monitoring and following up with families about excessive absences and/or tardies
- Maintaining a neat, organized office environment
- Translating for parent meetings and school events
- Processing student enrollment paperwork
- Preparing and maintaining a variety of student records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine, and scanners with speed and accuracy
- Overseeing parent volunteers and other school guests

- Assisting in the coordination of special events
- Assisting the School Directors and members of the administrative team, as directed

In addition to the general expectations of all school employees, the Office Manager should possess:

- Exemplary communication skills in English and Spanish, including impeccable grammar and fluency
- Strong public relations skills with a variety of constituencies
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping, and data collection systems
- Ability to quickly and accurately perform clerical duties such as data entry, filing, maintaining systems, proofreading, and operating office equipment
- A minimum of an Associate's Degree or two years of college
- Experience in an educational setting preferred

Staff Compensation & Benefits

The Advanced Learning Academy's salary schedule is the salary scale of the SAUSD. A comprehensive benefits package (medical, dental, and retirement), consistent with the SAUSD's, is included as part of each full-time employee's compensation.

Staff Evaluations

The purpose of evaluation is to improve instruction. The SAUSD Superintendent would conduct an annual performance review of the Advanced Learning Academy Co-Directors. The Co-Directors are responsible for completing all other annual staff evaluations, based on an evaluation process outlined in SAUSD collective bargaining agreements that include multiple measures of performance, including annual formal observations, monthly informal observations, staff self-reflection, and student achievement data (for teachers). Site administration will assist teachers in meeting the California Standards for the Teaching Profession.

ELEMENT SIX | HEALTH & SAFETY

Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. *Education Code Section 47605(b)(5)(F)*.

The health and safety of the Advanced Learning Academy staff and pupils is a high priority for the school. The school will follow all required safety regulations including emergency policies and procedures. The Advanced Learning Academy will comply with all applicable health and safety laws and regulations. The Advanced Learning Academy will operate as a drug, alcohol, and tobacco free workplace. The Advanced Learning Academy has adopted and implemented a comprehensive health and safety plan to create a safe and secure learning environment, keep it on file for review and train its staff annually on the safety procedures outlined in the plan. It will be the task of the school administration to monitor all activities consistently to provide safety and security for the students. For this purpose, a “team-on-duty” will be created among teachers and assistant teachers to supervise students at all times.

The school will comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools.

The health and safety policies include, but are not be limited to, the following topics:

A. SITE SAFETY

Building Code

The Advanced Learning Academy facility will comply with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which the Advanced Learning Academy is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed Charter School facility. The Advanced Learning Academy will implement any corrective actions, orders to comply, or notices issued by the authorized building and safety agency. The Advanced Learning Academy cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements. The Advanced Learning Academy will adhere to the program accessibility requirements of Federal law (Americans with Disabilities Act and Section 504). See Element 18 for additional information on the Advanced Learning Academy facilities.

Asbestos Management

The Advanced Learning Academy will comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Drug Free • Alcohol Free • Smoke Free Environment

The Advanced Learning Academy will function as a drug, alcohol and tobacco free workplace.

Workplace Safety

All employees are responsible for their own safety, as well as that of others in the workplace. The Advanced

Learning Academy will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on the Advanced Learning Academy's premises, or in a product, facility, piece of equipment, process, or business practice for which the Advanced Learning Academy is responsible, the employee will bring it to the attention of their supervisor or Principal immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal the problem.

Employees will be encouraged to report any workplace injury, accident, to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis the Advanced Learning Academy will issue rules and guidelines governing workplace safety and health in its employee handbook. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance as described in the Advanced Learning Academy's employee handbook will not be tolerated.

B. STAFF & STUDENT SAFETY MEASURES

Criminal Background Checks

Each employee and contractor of the school will submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 and 45125.1. Employees and contractors will submit fingerprints to the Department of Justice via LiveScan processing. Employees will not start working until results are received from the Department of Justice and they are cleared to begin work. The Principal of the Advanced Learning Academy shall monitor compliance with this policy. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Comprehensive Sexual Harassment Policies & Procedures

The Advanced Learning Academy is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Advanced Learning Academy has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Advanced Learning Academy (including employee to employee, employee to student, and student to employee misconduct).

Child Abuse Reporting

The Advanced Learning Academy employees are mandated reporters and will adhere to the requirements of California Penal Code Section 11166 regarding child abuse reporting. The Advanced Learning Academy staff must report to the proper authorities if they suspect the following occurring to a student:

- Sexual assault
- Neglect
- Willful cruelty or unjustifiable punishment

- Cruel or inhuman corporal punishment or injury
- Abuse in out-of-home care

The reporting person need only to “reasonably suspect” that abuse or neglect has occurred. The reporting person does not have to prove abuse. The Principal will work with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff will understand that it is their duty and responsibility to report any suspicions of child abuse. Staff will understand that under California law, failure to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both. Staff will not be made to investigate any incident, only report to the Principal and proper law enforcement of child protective services.

All suspected cases of child abuse will be brought to the Principal and proper law enforcement of child protective services. A written report of the situation will be completed and either the Department of Child Support Services or the Police Department will be immediately notified. The reporting person will be responsible for providing all the necessary information and child abuse reports to the Department of Children Services and/or the Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, the Advanced Learning Academy staff will obtain the contact information of the agency person removing the child. This information will be placed in the student’s record and be available to the parent/guardian.

C. MEDICAL PLANS

Immunizations & Tuberculosis Testing

All enrolling students and staff will provide records documenting immunizations to the extent required for enrollment in non-charter public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Regulations Section 6000-6075. Records of student immunizations shall be maintained. The Advanced Learning Academy will comply with education Code Section 49406 with regard to tuberculosis testing.

Prescription Medications

Students requiring prescription medications and other medicines during school hours will be accommodated as per Education Code Section 49423. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerator as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff will provide parents with one week’s notice to alert them that additional medication is needed.

Vision, Hearing & Scoliosis Testing

Students will be screened for vision, hearing and scoliosis to the same extent as would be required if the pupils attended a non-charter public school. The Advanced Learning Academy will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the school.

Diabetes

The Advanced Learning Academy will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students. The information sheet shall include, but shall not be limited to, all of the following:

- A description of the risk factors and warning signs associated with type 2 diabetes.
- A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- A description of treatments and prevention of methods of type 2 diabetes.
- A description of the different types of diabetes screening tests available.

Blood Borne Pathogens

The Advanced Learning Academy will meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board will establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will follow the latest medical protocol for disinfecting procedures.

D. EMERGENCY PLANS

Emergency Situations

The Advanced Learning Academy will utilize its School Safety Plan in responding to emergency situations. The plan will be reviewed each year and updated as necessary. The Advanced Learning Academy will ensure that the staff has been trained in health, safety, and emergency procedures. Staff will receive internal memos regarding relevant health and safety issues. Schoolwide drills in preparation for fires, earthquakes, intruders on campus, or other emergency/disaster situations will be conducted at regular intervals throughout the year. The Advanced Learning Academy will create and maintain a record of each drill. Additionally, important safety and health topics will be addressed in the School’s newsletter.

Fire Drills

The Advanced Learning Academy will comply with the Education Code Section 32001 in regards to conducting fire drills not less than once every calendar month at the elementary level, at least four times every school year at the intermediate levels, and not less than twice every school year at the secondary level. The Office will maintain a record of each drill conducted with the amount of time it takes for complete evacuation.

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll to ensure that all students are accounted for and be prepared to identify missing students to the office staff and the administrators. Students will remain with their teachers at the designated evacuation area until the administrative staff gives the “all clear” signal. In a successful fire drill, orderly evacuation begins immediately and is completed within five minutes of the initial alarm. The students and staff will then return

to their appropriate classrooms and the teachers will take roll once more. Missing students will be reported to the attendance office.

Earthquake & Other Disaster Drills

The Advanced Learning Academy will comply with the Education Code Section 35297 in regards to holding a “drop procedure” practice at least once each school quarter in elementary schools and at least once a semester in secondary schools. The Advanced Learning Academy shall conduct disaster drills to prepare students and staff for any seismic activity and other disasters. The practice drills include the “duck, hold, cover” procedure. A disaster drill commencing with the “duck, hold, cover” procedure will be initiated by an announcement over the intercom. Students and staff will hear, “This is an emergency drill. Duck, hold, and cover.” Teachers will then turn off the lights and have students get under a desk/table or against the wall away from the windows. Students are to remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck, hold, cover” procedure immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an “all clear” or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers will stay with their classes for the duration of the emergency. In the event of an earthquake or other natural disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

The Advanced Learning Academy has prepared general classroom safety rules to help make classrooms safer in the event of serious seismic activity. This list of rules advises teachers, for example, to have their emergency clipboards readily available near the entrance/exit to their classrooms, instructs teachers-and staff-not to store heavy objects on top of cabinets, exits and ways of travel are to be kept free of obstructions and have their earthquake buckets at a visible location in the classroom. The Advanced Learning Academy also participates in the Great California ShakeOut, a statewide program that helps people and organizations prepare for major earthquakes, and also practice how to respond when they happen.

Bomb Threats

Every person receiving the call must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance. Therefore, the person receiving the threat will get as much information as possible from the caller. This includes the time of the day, wording of the message, background noises, quality of the voice and information about where the bomb is, what time it will go off, etc. The person receiving the threat should delay the caller as long as possible while s/he alerts another adult to the crisis. That adult will immediately notify the telephone

company to trace the call and immediately thereafter notify the police via 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word “safe school drill” will be given over the intercom and evacuation procedures will be followed. The office staff will coordinate information requests from/to law enforcement, the telephone company, and the parents/guardians. If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas including outdoor facilities.

Evacuation Plan

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word “safe school drill” over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their emergency clipboards that include class attendance rosters with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site. Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities, will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

E. ADDITIONAL

Indemnification

With the exception of the District’s indemnification obligations related to the District’s provision of special education services as specifically described in the charter thus far, and with the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Advanced Learning Academy agrees to indemnify, defend, and hold harmless the District and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District and District Personnel”) against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities,

including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the Charter by the Advanced Learning Academy, their advisory board, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns. The Advanced Learning Academy and its Board's obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claim, demand, action, cause of action, or suit.

Insurance

As a District-sponsored charter, the Advanced Learning Academy will be insured under SAUSD's insurance policy. The proposed Charter development will add property and buildings under the District's ownership, and would be added to the District's insurance policy. The District is insured under the Alliance of Schools for Cooperative Insurance Programs for property coverage. Should the District have a loss with a \$25,000 Self-Insured Retention on an occurrence, the coverage limit will be the replacement cost. The District's premium is based on a property appraisal that is done every five years and on annual trending.

Auxiliary Services

The Advanced Learning Academy administrative staff will conduct annual reviews to ensure all applicable auxiliary services are safe (food services, custodial services).

ELEMENT SEVEN | RACIAL & ETHNIC BALANCE

Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. *Education Code Section 47605(b)(5)(G)*.

Students from all areas of SAUSD and the INDA will be recruited, with a goal of creating an economically and ethnically diverse student population. The Advanced Learning Academy will advertise to the entire SAUSD community and draw students that are attracted to the unique STEM and Early College Program. The Advanced Learning Academy aims to attract students from all cultural backgrounds within SAUSD, especially the Latino ethnicity. Historically, the number of Latino students pursuing careers in STEM areas has been low. A notable cause of these low numbers is that Latino students have inadequate exposure to STEM curriculum. The Advanced Learning Academy will provide a unique program to a largely-Latino student population of SAUSD in the hopes of educating and inspiring students to pursue STEM-related careers in today's technology-driven economy.

The Advanced Learning Academy will implement a special recruitment process to achieve racial and ethnic balance among its students that reflects the general population residing in the geographic boundaries of the District. This process involves the following:

- Hold discussions and distribute application materials at places where diverse populations may be reached in the target area, including community centers, neighborhood meeting areas, and existing schools
- Distribute materials in English and Spanish to reach the limited English proficient populations that exist in the target area;
- Employ bilingual individuals who specialize in public relations with underrepresented communities and neighborhoods
- Host Open Houses and provide tours of the school
- Monthly or biweekly public presentations;
- All means of advertising will be used, such as electronic media, flyers, and direct mail
- Distributing flyers at playgrounds, recreation centers and/or sports clubs in our neighborhood
- Direct mailing to the parents/guardians who have children in targeted age groups

The Advanced Learning Academy will maintain an accurate accounting of the ethnic and racial balance of students enrolled in the school. Such data may drive additional recruitment measures should the data indicate that the racial and ethnic distribution is not reflective of the surrounding communities. The Advanced Learning Academy will also document the efforts made to achieve racial and ethnic balance in accordance with the charter petition and standards of charter legislation.

ELEMENT EIGHT | ADMISSION REQUIREMENT

Governing Law: Admission requirements, of the Advanced Learning Academy, if applicable. *Education Code Section 47605(b)(5)(H)*.

Legal Assurances

Charter schools are schools of choice and admissions policies will reflect this compliance with state and federal requirements. In accordance with Education Code Section 47605(d)(2)(A), the Advanced Learning Academy will admit all students who wish to attend, up to the school's enrollment capacity.

The Advanced Learning Academy will:

- Be non-sectarian in all areas of operations, including student admission
- Not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).
- Not charge tuition
- Accept all students who are California residents that wish to attend the Advanced Learning Academy, regardless of their place of residence within the state
- Not require any pupil to attend the Advanced Learning Academy
- Not require any test or assessment prior to acceptance and enrollment in the Advanced Learning Academy
- Not enroll pupils over 19 years of age unless continuously enrolled in public school and making satisfactory progress toward high school diploma requirements
- Comply with all laws establishing minimum age for public school attendance

The Advanced Learning Academy will adhere to all provisions of No Child Left Behind regarding:

- Receiving students from Program Improvement schools as part of Public School Choice.
- Providing the Co-Directors' attestation of highly qualified teachers and paraprofessionals.
- Meeting the needs of "at-risk" students if the school is designated a targeted assistance school.

McKinney-Vento Homeless Assistance Act

The Advanced Learning Academy will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. The Advanced Learning Academy will include specific information in their outreach materials, websites, at community meetings, open forums, and regional center meetings notifying parents that the school is open to enroll and provide services for all students which shall include a District standard contact number to access additional information regarding enrollment. A student's IEP will never be required prior to participation in any attendance lottery or as a condition for enrollment.

Priority Enrollment

The main objective of the Advanced Learning Academy is to house students generated from the INDA. Priority enrollment will be given to students that reside in this area. Second enrollment priority will be given to SAUSD students attending other SAUSD impacted (overcrowded) schools. Third enrollment priority will

be given to SAUSD students attending any other SAUSD schools. Any other students that choose to attend the Advanced Learning Academy will be admitted as facility capacity allows. If Irvine Unified School District (IUSD) students in the vicinity wish to enroll, they will first be required to obtain an inter-district transfer release from IUSD.

At full capacity, the Advanced Learning Academy will serve 600 students in grades 3-12. If the number of students who wish to attend the Advanced Learning Academy exceeds the school's capacity, enrollment preferences will be given as on a lottery basis.

The following is a description of the random enrollment lottery process, if needed:

The Advanced Learning Academy will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery through mail, e-mail, school website, phone, and other available outlets prior to the lottery date.

Enrollment preferences in the case of a lottery will be given in the following order:

- Siblings of existing students
- Children of Board members or children of employees of the Advanced Learning Academy
- Students who reside within SAUSD attendance boundaries
- All other students permitted by law

In the lottery, all names are drawn and listed in order, separately, for each grade level. Once the school capacity is met, the remaining students' names will continue to be drawn randomly and placed in the order they are drawn on the waiting list. The students who do not apply in the open enrollment period are added to the end of the waiting list in the order they applied. All waiting lists expire annually at the end of the formal academic year. The Advanced Learning Academy will maintain auditable records of the above activities.

Notifications of admission status will be communicated through mail and phone calls to all applicants. Enrollment packets will be sent to admitted students; students not admitted will be informed of their waiting list priority number as determined by the admissions lottery or application order.

If the enrollment packets are not returned within 10 business days from the date of postage, then admission for that student is forfeited, and an admission notice will be mailed to the next student on the waiting list. In addition, the Advanced Learning Academy shall attempt on at least two separate occasions to contact the parents/guardians of promoted students by telephone. Those families not returning the enrollment packets within the 10-day period forfeit their right to enroll their student in the Advanced Learning Academy for that school year, and an admission notice will be mailed to the next student on the waiting list.

ELEMENT NINE | ANNUAL FINANCIAL AUDITS

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. *Education Code Section 47605(b)(5)(I).*

Annually, the Advanced Learning Academy will use the District's state-approved independent financial auditor and a Certified Public Accountant to produce an annual financial statement and audit. The Advanced Learning Academy will maintain auditable records and other evidence pertaining to costs incurred throughout the charter period for at least seven years. These audits will be conducted pursuant to State Superintendent of Schools and federal regulations. The audit will verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, and review the school's internal controls.

To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. Upon completion, a copy of the auditor's findings will be forwarded to the SAUSD Deputy Superintendent of Business and Board of Education. The Deputy Superintendent will review any audit exceptions or deficiencies, then recommend ways for the Advanced Learning Academy's Co-Directors to resolve them. The Co-Directors will then report back to the Board how the exceptions and deficiencies have been or will be resolved.

The Advanced Learning Academy will utilize the district's written contract administration system that ensures that all contractors, including consultants, perform in accordance with terms, condition and specifications of all state contract procurement regulations.

The Advanced Learning Academy will compile and provide to the Board an annual performance report. The Advanced Learning Academy staff and the Board will jointly develop the content, evaluation criteria, timelines, and process for the annual performance reports. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes from assessment instruments and techniques specified herein. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality.
- A summary of major decisions and policies established by the school during the year.
- Data on the level of parent involvement in the school's governance and summary data from an annual parent and student satisfaction survey.
- Data regarding the number of staff working at the school and their qualifications.
- A copy of the school's health and safety policies and/or a summary of any major changes to those policies during the year.
- Information demonstrating whether the school achieved its goal of recruiting a racially and ethnically balanced student population.
- An overview of the school's admissions practices during the year and data specifying the numbers of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended.
- Analyses of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.
- Other information regarding the educational program and the administrative, legal, and governance operations of the school relative to compliance with the terms of the charter.

In Element 17, “Proposed Budget and Cash Flow,” please find the following:

- Projected operational budgets for five years of operation
- Cash flow projections for five years of operation

These documents are based upon the best data available to the Petitioners at this time.

Financial Reports

The Advanced Learning Academy guarantees to provide reports required by the SAUSD as outlined below:

- CBEDS (California Basic Educational Data System)
- ADA (Average Daily Attendance) reports J18/19
- SARC (School Accountability Report Card)
- Each fiscal year an independent audit will be conducted of the financial affairs of the Advanced Learning Academy to verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, and internal controls.
- Pursuant to AB 1137, the Advanced Learning Academy will provide any necessary financial statements to SAUSD, the Orange County Department of Education (OCDE), and California Department of Education. Additionally, the following reports will be submitted to SAUSD, in the required format and within timelines to be specified by SAUSD each year:
 - Final Budget – Spring prior to operating fiscal year
 - First Interim Projections – November of operating fiscal year
 - Second Interim Projections – February of operating fiscal year
 - Unaudited Actuals – July following the end of the fiscal year
 - Audited Actuals – December 15 following the end of the fiscal year
 - Classification Report – monthly according to the School’s calendar
 - Statistical Report – monthly according to the School’s calendar of reports

ELEMENT TEN | SUSPENSION & EXPULSION

Governing Law: The procedures by which pupils can be suspended or expelled. *Education Code Section 47605(b)(5)(J).*

The Advanced Learning Academy's policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

This Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Advanced Learning Academy. When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Advanced Learning Academy's policy and procedures for student suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements stipulated within Education Code and Penal Code.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student Handbook which is sent to each student at the beginning of the school year. The Advanced Learning Academy administration shall ensure that students and their parents/guardians are notified as part of the Student Handbook of all discipline policies and procedures. Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom The Advanced Learning Academy has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The Advanced Learning Academy will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom The Advanced Learning Academy has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

Progressive Positive Discipline

The Advanced Learning Academy will act in accordance with the District's Positive Behavioral Interventions and Supports (PBIS) program that acknowledges and encourages positive student behavior and improvements. Parents will be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

Enumerated Offenses

Students may be suspended or expelled for any of the following acts when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force of violence upon the person of another, except self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying, including bullying by means of electronic act, as defined in Education Code Section 48900.
- Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person

reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 6 to 12, inclusive.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

The Advanced Learning Academy principal or the superintendent of schools shall recommend the expulsion of a pupil pursuant to Education Code 48915:

(a) (1) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

(A) Causing serious physical injury to another person, except in self-defense.

(B) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(C) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(D) Robbery or extortion.

(E) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(2) If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of

possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision (e), may be imposed.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

1) Suspension Time Limits/Recommendation for Placement/Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Notice of suspension and the reasons for the suspension will be given to the student and the parent in writing. If a student is suspended, s/he will not have any opportunity to make up

work that s/he misses during the suspension. If a student receives two (2) suspensions; third disciplinary action that requires another suspension may automatically start the expulsion process. Students and parent/guardian may appeal a suspension within one (1) school day of the suspension. This appeal will be made to the Principal and heard by a discipline committee.

The student may not attend classes until the appeal is heard, but they will be able to turn in work for the classes they miss while waiting for the appeal and receive credit for that work. All discipline committee hearings on suspensions will be held within two (2) school days of the appeal being made. The decision of the discipline committee is final.

Upon a recommendation of Placement/Expulsion by the Principal or Principal's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Expulsion Procedure

A student may be expelled either by the Santa Ana Board of Education following a hearing before it or by the Santa Ana Board of Education upon the recommendation of an Administrative Panel to be assigned by the Santa Ana Board of Education as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Santa Ana Board of Education. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the Student has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Santa Ana Board of Education for a final decision whether to expel. The hearing shall be held in closed session unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the Advanced Learning Academy's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion & Hearings

The Advanced Learning Academy may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board, administrative panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- The Advanced Learning Academy must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, the Advanced Learning Academy must present evidence that the witness' presence is both desired by the witness and will be helpful to the Advanced Learning Academy. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness

shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Records & Litigations

1. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

2. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Santa Ana Board of Education who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the expulsion hearing panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

3. Written Notice to Expel

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- Notice of the specific offense committed by the student
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Advanced Learning Academy
- The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures
- The Principal or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:
 - The student's name
 - The specific expellable offense committed by the student

4. Disciplinary Records

The Advanced Learning Academy shall maintain records of all student suspensions and expulsions at the Advanced Learning Academy. Such records shall be made available to the District upon request.

5. No Right to Appeal

The student shall have no right of appeal from expulsion from the Advanced Learning Academy as the Board decision to expel shall be final.

Further Assurances

1. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

Charter School shall provide due process for all students, including adequate notice to parents/guardians and students regarding the grounds for suspension and expulsion and their due process rights regarding suspension and expulsion, including rights to appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion. Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of the Advanced Learning Academy's student expulsion process.

Charter Schools will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. Charter Schools will also ensure staff is knowledgeable about and complies with the District's Policies. If the student receives or is eligible for special education, the Advanced Learning Academy shall identify and provide special education programs and services at the appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the SAUSD.

Charter School shall document the alternatives to suspension and expulsion the Advanced Learning Academy utilizes with students who are truant, tardy, or otherwise absent from compulsory school activities.

If a student is expelled from the Advanced Learning Academy, the Advanced Learning Academy shall forward student records upon request of the receiving school district in a timely fashion. Charter School shall also submit an expulsion packet to the Advanced Learning Academy's Division immediately or as soon as practically possible, containing:

- pupil's last known address
- a copy of the cumulative record
- transcript of grades or report card
- health information
- documentation of the expulsion proceeding, including specific facts supporting the expulsion and documentation that the Advanced Learning Academy's policies and procedures were followed
- student's current educational placement
- copy of parental notice of expulsion

- copy of documentation of expulsion provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process and options for enrollment; and
- if the Student is eligible for Special Education, the Advanced Learning Academy must provide documentation related to expulsion pursuant to IDEA including conducting a manifestation determination IEP prior to expulsion. If the student is eligible for Section 504 Accommodations, the Charter School must provide evidence that it convened a Link Determination meeting to address two questions:
 1. Was the misconduct caused by, or directly and substantially related to the student's disability?
 2. Was the misconduct a direct result of the Advanced Learning Academy's failure to implement 504 Plan?

2. *Outcome Data*

Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

3. *Rehabilitation Plans*

Pupils who are expelled from the Advanced Learning Academy shall be given a rehabilitation plan upon expulsion as developed by the Advanced Learning Academy's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to the Advanced Learning Academy for readmission.

4. *Readmission*

The Advanced Learning Academy's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, the Advanced Learning Academy's governing board shall readmit the pupil, unless the Advanced Learning Academy's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

5. *Reinstatement*

The Advanced Learning Academy's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. The Advanced Learning Academy is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

6. *Special Education Students*

In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a 504 Plan, the Advanced Learning Academy will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and the Advanced Learning Academy an IEP team, including a District representative, will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Policies and Procedures Manual.

Prior to recommending expulsion for a student with a 504 Plan, the Advanced Learning Academy's administrator will convene a Link Determination meeting to ask the following two questions:

- Was the misconduct caused by, or directly and substantially related to the student's disability?
- Was the misconduct a direct result of the Advanced Learning Academy's failure to implement 504?
- Gun Free Schools Act
- The Advanced Learning Academy shall comply with the federal Gun Free Schools Act.

ELEMENT ELEVEN | RETIREMENT PROGRAMS

Governing Law: The manner by which staff members of the Advanced Learning Academics will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. *Education Code Section 47605(b)(5)(K).*

The Advanced Learning Academy staff will participate in the federal social security system and will have the option to elect to participate in the State Teachers Retirement System and/or Public Employees Retirement System and coordinate such participation, as appropriate, with the social security system or other reciprocal systems in the future. If the school should opt to participate in the STRS or PERS systems, the district shall cooperate as necessary to forward any required payroll deductions and related data. If any of the school's teachers participate in the STRS system, then all must do so. The Advanced Learning Academy's retirement program policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

Mandatory Benefits

Mandatory contributions such as workers compensation, unemployment insurance, Medicare and social security (for non-STRS employees) will be paid by the employer.

Health Benefits

Health, dental, vision and related benefits as part of the total compensation package for each employee will be determined as part of the individual employment agreement.

Work Schedule

Work calendars, hours per week, and vacation time will be determined by individual employment agreements consistent with the applicable calendar of workdays for each position. The principal will work for the school year with appropriate vacation time as specified in the employment agreement. Teachers and teachers' assistants will work a school year comprised of 11 months, which will include professional training beyond the regular teaching schedule. The teaching staff may also be required to attend weekly staff and several parent-community meetings each school term. Office and maintenance staff will work a calendar year of 12 months with appropriate vacation time. The standard day for the non-teaching staff is 8.0 working hours.

Retirement

All full-time teaching employees who are eligible will participate in the State Teachers' Retirement System (STRS). All full-time non-teaching employees who are eligible will participate in the Public Employees Retirement System (PERS). The Advanced Learning Academy will make any contribution that is legally required of the employer, including STRS, PERS, social security, and unemployment insurance. All withholdings from employees and the Advanced Learning Academy will be forwarded to the STRS and PERS funds as required. The Advanced Learning Academy will submit all retirement data and will comply with all policies and procedures for payroll reporting. Employees will accumulate service credit years in the same manner as all other members of STRS. The HR Dept. will be responsible for ensuring that appropriate arrangements are made for retirement and other benefits.

The School may establish other retirement plans for employees that include, but shall not be limited to, establishment of section 403(b), 457 or 401(k) plans.

▪ Process for Resolving Complaints/Grievances

All staff members will follow state and federal laws for reporting alleged improprieties as well as adhere to the Employee Handbook.

The following process will apply to staff members filing a complaint /grievance:

- When a problem first arises, the grievant should discuss the matter with the School principal rather than fellow employees.
- The principal will review the problem and any relating policies. If the problem cannot be resolved informally through discussion or meeting, the grievance shall be reduced to writing by the grievant and submitted to the principal. The grievant should specify the problem to the fullest extent possible and any remedies sought.
- Following any necessary investigation, the principal shall prepare a written response to the grievant no later than ten (10) working days from the date of receipt of the grievance, unless for good cause, additional time is required for the response.
- If no satisfactory solution can be reached, the grievant may request to meet with the Chief Executive Officer or his/her designee and the Principal. The request for this meeting will be written and will include any and all documentation related to the grievance along with any solutions that have been proposed by either the grievant or the principal. Any decision by the Chief Executive Officer or his/her designee shall be final.

ELEMENT TWELVE | PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend the Advanced Learning Academy. *Education Code Section 47605(b)(5)(L)*.

The Advanced Learning Academy is a school of choice and no students shall be required to attend. Pupils who choose not to attend the Advanced Learning Academy may choose to attend other public schools in their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of the District.

Parents and guardians of each student enrolled in the Advanced Learning Academy will be informed on admissions forms that the students have no right to admission in a particular school of an local education agency as a consequence of enrollment in the Advanced Learning Academy, except to the extent that such a right is extended by the local education agency.

ELEMENT THIRTEEN | EMPLOYEE RIGHTS & RESPONSIBILITIES

Governing Law: A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. *Education Code Section 47605(b)(5)(M)*.

The Advanced Learning Academy's employee policies will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern. Any employee of the district who works at the Advanced Learning Academy will be covered by existing district policies for inter-district transfers and the terms of existing labor contracts. Charter School staff who leave a permanent job in the district to work at the Advanced Learning Academy will have the right to return to a comparable position in the district during their tenure at the school, subject to layoff provisions in the Education Code.

Staff of the Advanced Learning Academy recognize the uniqueness of Charter Schools and will work to establish a positive culture that fulfills the mission of the school

All school personnel will abide and commit to the Advanced Learning Academy's mission and vision. All job descriptions and work schedules will be reviewed and modified as necessary to meet the needs of the school and its students. The school expects a high level of professionalism from its staff including self-monitoring of higher education development. All staff members will follow state and federal laws for reporting alleged improprieties as well as adhere to the SAUSD Employee Contract. All school personnel will be evaluated at least once annually.

Job applicants for positions at the Advanced Learning Academy will be considered through an open process, and if hired, will enter into an at-will agreement with the school. Unless the employees elect to be represented by an organization for bargaining purposes, all employees will be recruited individually and receive at-will agreements. The individual agreements will address, among other issues, salary, health and welfare benefits, work schedules and responsibilities, accountability measurements, and standards for performance evaluations.

Employees will not be allowed to carry over their sick/vacation rights from their previous employment to the Advanced Learning Academy.

Leave and return rights for union-represented employees who accept employment with the Advanced Learning Academy will be administered in accordance with applicable collective bargaining agreements between the employee's union and the District and also in accordance with any applicable judicial rulings.

ELEMENT FOURTEEN | DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the Advanced Learning Academy and the entity granting the charter to resolve disputes relating to the provisions of the charter. *Education Code Section 47605(b)(5)(N)*.

In the case of the Advanced Learning Academy, the District is both the charter agency and charter-granting entity.

Dispute Resolution

The following section of this charter provides the standardized language that the SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during a charter renewal and/or when revision/modification of a MOU or other contractual agreement between the Advanced Learning Academy and the district takes place. The Advanced Learning Academy's dispute resolution policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

This language is being incorporated into the Advanced Learning Academy application petition and subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific document being renewed/revised/modified and applicable law.

If the District determines that a violation of the Charter, MOU or law may have occurred or a problem has arisen to the operation of the Advanced Learning Academy or the District's oversight obligations, or a dispute otherwise arises between the District and the Advanced Learning Academy the following procedures shall be followed to resolve the dispute.

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
2. If the violation or issue in question does not constitute a severe and imminent threat to the health and safety of pupils, District will provide written notification of the violation or issue. The date that this notice is sent shall be the "Notice Date." Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the INDA Charter School representative will be a Co-Director or the Advisory Board. If the dispute is not resolved at this meeting or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step 3.
3. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute raised by the Advanced Learning Academy against the District over the terms of the charter, the Advanced Learning Academy shall put the dispute in writing to the Superintendent or designees, and the District Superintendent, or Designee shall meet with the Principal and President of the Advanced Learning Academy to seek resolution within two weeks of receiving the written complaint. After this

meeting if resolution is not reached, both parties are free to pursue any other legal remedy available. However, mediation may be commenced with the agreement of both the District and the Advanced Learning Academy, with the costs of the mediator to be split by both parties.

Internal Disputes

The Advanced Learning Academy shall have an internal dispute resolution process to be used for all internal disputes related to the Advanced Learning Academy's operations. Parents, students, board members, volunteers, and staff at the Advanced Learning Academy will be provided with a copy of the Advanced Learning Academy's policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Advanced Learning Academy or District's oversight obligations to the Advanced Learning Academy for resolution according to its internal dispute resolution process.

Disputes Between the Advanced Learning Academy & SAUSD

The staff and governing board members of the Advanced Learning Academy agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and the Advanced Learning Academy. Any dispute between the District and the Advanced Learning Academy shall be resolved in accordance with the procedures set forth below:

Any dispute shall be made in writing ("Written Notification"). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or other-wise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All Written Notifications shall be addressed as follows:

To Charter School, c/o:
(To Be Determined)

To District, c/o Superintendent:
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701

A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be

shared equally among the parties. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

If the mediation is not successful, then the parties agree to resolve the Dispute by pursuing other options as provided by the law.

ELEMENT FIFTEEN | EXCLUSIVE PUBLIC SCHOOL EMPLOYER

Governing Law: A declaration whether or not the Advanced Learning Academy shall be deemed the exclusive public school employer of the employees of the Advanced Learning Academy for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). *Education Code Section 47605(b)(5)(O)*.

For the purposes of the education employment relations act (EERA), the Santa Ana Unified School District will be the exclusive public school employer of the employees of the Advanced Learning Academy.

ELEMENT SIXTEEN | SCHOOL CLOSURE

Governing Law: A description of the procedures to be used if the Advanced Learning Academy closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the Advanced Learning Academy, including plans for disposing of any net assets and for the maintenance and transfer of public records. *Education Code Section 47605(b)(5)(P)*.

Charter Renewal

The Advanced Learning Academy must submit its renewal petition to the District's Charter Schools Division no earlier than September of the year before the charter expires.

Revocation

The District may revoke the Charter if the Advanced Learning Academy commits a breach of any provision set forth in a policy related to Charter Schools adopted by the District Board of Education and/or any provisions set forth in the Advanced Learning Academy Act of 1992. The District may revoke the charter of the Advanced Learning Academy if the District finds, through a showing of substantial evidence, that the Advanced Learning Academy did any of the following:

- The Advanced Learning Academy committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- The Advanced Learning Academy failed to meet or pursue any of the pupil outcomes identified in the charter.
- The Advanced Learning Academy failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- The Advanced Learning Academy violated any provision of law.
- Prior to revocation, and in accordance with Cal. Educ. Code section 47607(d) and State regulations, the SAUSD Board of Education will notify the Advanced Learning Academy in writing of the specific violation, and give The Advanced Learning Academy a reasonable opportunity to cure the violation, unless the SAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.

Closure Action

The decision to close the Advanced Learning Academy, either by the Advanced Learning Academy Advisory Board or by the SAUSD Board of Education, will be documented in a Closure Action. The Closure Action shall be deemed to have been automatically made when any of the following occur: the charter is revoked or non-renewed by the SAUSD Board of Education; the Advanced Learning Academy board votes to close the Advanced Learning Academy; or the Charter lapses.

Closure Procedures

The procedures for the Advanced Learning Academy's closure are guided by California Education Code sections 47604.32, 47605, 47605.6, and 47607 as well as California Code of Regulations, Title 5 (5 CCR), sections 11962 and 11962.1. A closed charter school must designate a responsible entity to conduct closure activities and identify how these activities will be funded. The procedures out-lined below are based on "Charter School Closure Requirements and Recommendations (Revised 08/2009)" as posted on the

California Department of Education website. References to “Charter School” applies to the Advanced Learning Academy’s nonprofit corporation and/or governing board.

1. Documentation of Closure Action

The revocation or non-renewal of a charter school must be documented by an official action of the authorizing entity. Notice of a charter school’s closure for any reason must be provided by the authorizing entity to the California Department of Education (CDE). In addition, the Advanced Learning Academy must send notice of its closure to:

1. Parents or guardians of students. Written notification to parents/guardians/caregivers of the enrolled students of the Advanced Learning Academy will be issued by the Advanced Learning Academy within 72 hours after the determination of a Closure Action and the effective date of closure. A copy of the written notifications to parents is also to be sent to SAUSD within the same time frames.
2. The authorizing entity
3. The county department of education. Written notification to the Orange County Department of Education of the Closure Action shall be made by the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.
4. The special education local plan area in which the school participates. Written notification to the Special Education Local Planning Area (SELPA) in which the Advanced Learning Academy participates of the Closure Action shall be made by the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.
5. The retirement systems in which the school’s employees participate. The Advanced Learning Academy will within fourteen (14) calendar days of closure action contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Orange County Department of Education and follow their procedures for dissolving contracts and reporting. Charter School shall provide a copy of this correspondence to the SAUSD.
6. The CDE. Written notification to the California Department of Education of the Closure Action shall be made by the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.

Notice must be received by the CDE within ten calendar days of any official action taken by the chartering authority. Notification of all the parties above must include at least the following:

1. The effective date of the closure
2. The name(s) of and contact information for the person(s) handling inquiries regarding the closure
3. The students’ school districts of residence
4. How parents or guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
5. In addition to the four required items above, notification to the CDE must also include:
6. A description of the circumstances of the closure
7. The location of student and personnel records

In addition to the four required items above, notification to parents, guardians, and students should also include:

1. Information on how to transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of their child’s cumulative record which will include grade reports, discipline records, immunization records, completed coursework,

credits that meet graduation requirements, a transcript, and State testing results

3. Information on student completion of college entrance requirements for all high school students affected by the closure
4. The Advanced Learning Academy shall announce the closure to any school districts that may be responsible for providing education services to the former students of the Advanced Learning Academy within 72 hours of the decision to Closure Action. This notice will include a list of returning students and their home schools. Charter school closures should occur at the end of an academic year if it is feasible to maintain a legally compliant program until then. If a conversion charter school is reverting to non-charter status, notification of this change should be made to all parties listed in this section.
5. School and Student Records Retention and Transfer
6. The Advanced Learning Academy will provide the District with original cumulative files and behavior records pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive at the Advanced Learning Academy. Transfer of the complete and organized original student records to the District will occur within seven calendar days of the effective date of closure.
7. The process for transferring student records to the receiving schools shall be in accordance with SAUSD procedures for students moving from one school to another.
8. The Advanced Learning Academy will prepare an electronic master list of all students to the SAUSD. This list will include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Advanced Learning Academy closure occurs before the end of the school year, the list should also indicate the name of the school that each student is transferring to, if known. This electronic master list will be delivered in the form of a CD.
9. The original cumulative files should be organized for delivery to the District in two categories: active students and inactive students. The CSD will coordinate with the Advanced Learning Academy for the delivery and/or pickup of the student records.
10. The Advanced Learning Academy must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
11. The Advanced Learning Academy will provide to the CSD a copy of student attendance records, teacher grade books, school payroll records, and Title I records (if applicable). Submission of personnel records must include any employee records the Advanced Learning Academy has. These include, but are not limited to, records related to performance and grievance.
12. All records are to be boxed and labeled by classification of documents and the required duration of storage.

2. Financial Close-Out

After receiving notification of closure, the CDE will notify the Advanced Learning Academy and the authorizing entity if it is aware of any liabilities the Advanced Learning Academy owes the state. These may include over-payment of apportionments, unpaid revolving fund loans or grants, or other liabilities. The CDE may ask the county office of education to conduct an audit of the Advanced Learning Academy if it has reason to believe that the school received state funding for which it was not eligible.

The Charter shall ensure completion of an independent final audit within six months after the closure of the school that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to the Advanced Learning Academy.

4. This audit may serve as the school's annual audit.
5. The financial closeout audit of the Advanced Learning Academy will be paid for by the Advanced Learning Academy. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by the Advanced Learning Academy will be the responsibility of the Advanced Learning Academy and not SAUSD. The Advanced Learning Academy understands and acknowledges that the Advanced Learning Academy will cover the outstanding debts or liabilities of the Advanced Learning Academy. Any unused monies at the time of the audit will be returned to the appropriate funding source. The Advanced Learning Academy understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which the Advanced Learning Academy participates, and other categorical funds will be returned to the source of funds.

The Advanced Learning Academy shall ensure the completion and filing of any annual reports required. This includes:

- Preliminary budgets
- Interim financial reports
- Second interim financial reports
- Final unaudited reports
- These reports must be submitted to the CDE and the authorizing entity in the form required. If the Advanced Learning Academy chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.
- For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed charter school with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

3. Disposition of Liabilities and Assets

The closeout audit must determine the disposition of all liabilities of the Advanced Learning Academy. Charter school closure procedures must also ensure disposal of any net assets remaining after all liabilities of the Advanced Learning Academy have been paid or otherwise addressed. Such disposal includes, but is not limited to:

- The return of any donated materials and property according to any conditions set when the donations were accepted.
- The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
- The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.
- Net assets of the Advanced Learning Academy may be transferred to another charter school. If the Advanced Learning Academy is operated by a nonprofit corporation, and if the corporation does not have any other functions than operation of the Advanced Learning Academy, the corporation will be dissolved according to its bylaws.
- The corporation's bylaws will address how assets are to be distributed at the closure of the corporation.
- A copy of the corporations bylaws containing the information on how assets are to be distributed at the closure of the corporation, are to be provided to SAUSD prior to approval of this Charter.
- For six (6) calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the Advanced Learning Academy Board, will maintain employment to take

care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.

- The Advanced Learning Academy Board shall adopt a plan for wind-up of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.
- The Advanced Learning Academy shall provide SAUSD within fourteen (14) calendar days of closure action prior written notice of any outstanding payments to staff and the method by which the school will make the payments.
- Prior to final closure, the Advanced Learning Academy shall do all of the following on behalf of the school's employees, and anything else required by applicable law:
- File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- Make final federal tax payments (employee taxes, etc.)
- File the final withholding tax return (Treasury Form 165).
- File the final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end the Advanced Learning Academy's right to operate as a Charter School or cause the Advanced Learning Academy to cease operation. The Advanced Learning Academy and District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 16. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

ELEMENT SEVENTEEN | **PROPOSED BUDGET & CASH FLOW**

The Advanced Learning Academy is established as a dependent charter and shall be budgeted in accordance to practices used at all other SAUSD schools. The Advanced Learning Academy's financial reports will be contained in the SAUSD fiscal reports, as is the case with all other SAUSD schools. The Advisor Board, once convened, in cooperation with the School Site Council once elected, shall determine the school's discretionary spending budget.

ELEMENT EIGHTEEN | FACILITIES

Site Description

The initial location for the Advanced Learning Academy was at the Grant School Site (335 East Walnut Avenue, Santa Ana). Once identified, two additional campus locations will be determined, one within the city limits, and one within the INDA. A vacant site located at the southwest corner of Michelson Drive and Carlson Avenue in the City of Irvine has been identified for acquisition and construction of the K-8 school. The Advanced Learning Academy has attempted to locate a single site or facility to house its entire program, but no such site is available within the boundaries of the SAUSD in the Irvine/Newport development area (INDA) in which the Advanced Learning Academy has chosen to locate. The location of the Advanced Learning Academy is specifically designed to provide educational opportunities to students residing in the INDA of the SAUSD and surrounding communities. SAUSD and Irvine Unified School District are in general agreement about the location of the Advanced Learning Academy and are in the process of a boundary change by which it is hoped that the identified site will eventually come within the boundaries of the SAUSD.

The Advanced Learning Academy site is located within an area of the SAUSD that has experienced significant development and is planned to continue developing with residential and retail mixed-uses (See Exhibit 4 on the following page). The site's regional location and local vicinity may be viewed in Exhibit 5 and 6. The site is 15 gross acres in size; however, given the surrounding natural habitat, a nature buffer was incorporated into the site design, resulting in approximately 10.5 net usable acres that will be developed for the K-8 school, as shown in Exhibit 7.

The site has been vacant for at least since the 1930's and currently contains wood chips, as shown in Exhibit 8, Site Photographs. The south perimeter of the site consists of natural habitat that extends from the San Joaquin Marsh. The surrounding land uses include residential units to the west, commercial uses to the north, and natural habitat to the east and south.

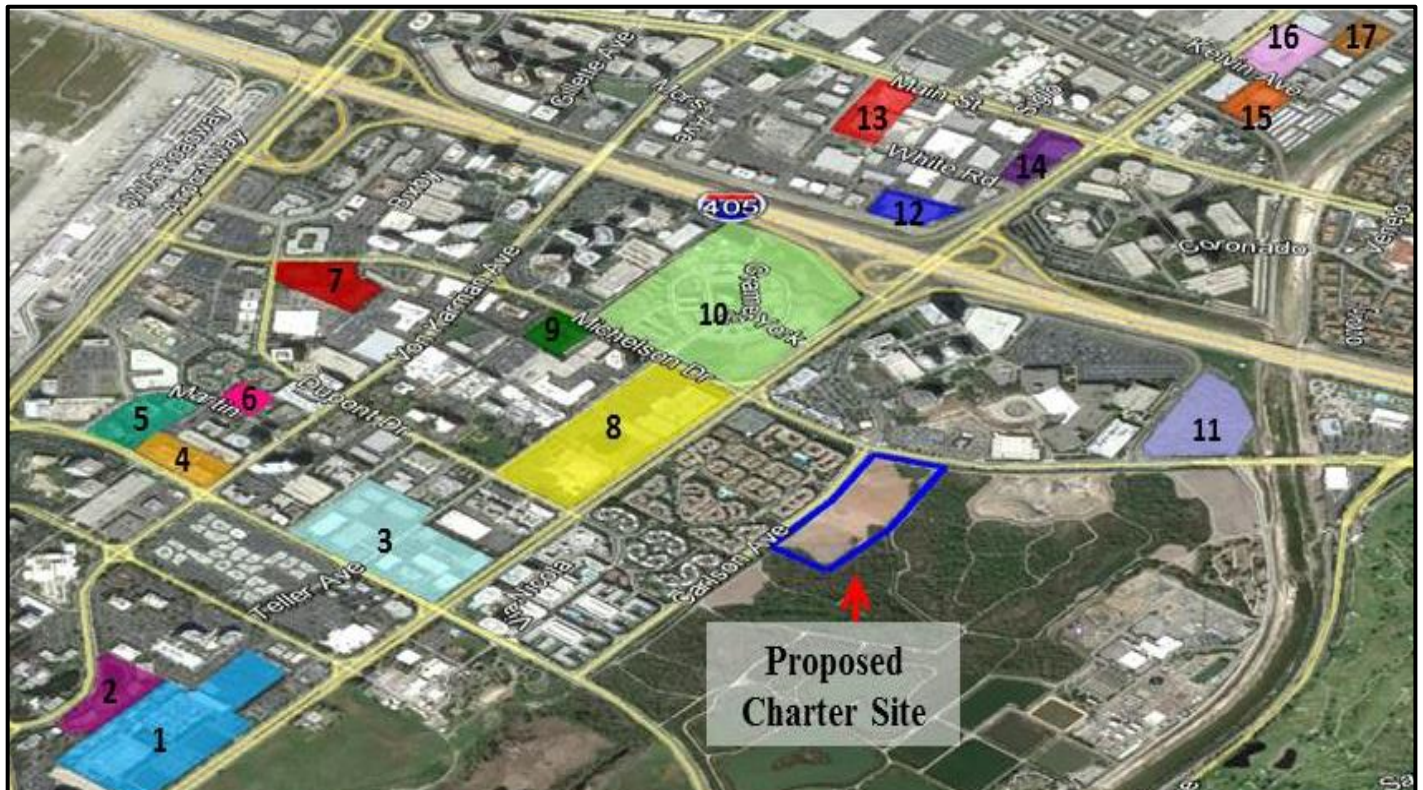
Design

Innovative design with flexible teaching areas and the ability to adapt to different learning models will be incorporated in the classroom design. Proven design models for improved student performance, such as natural lighting, thermal displacement ventilation, acoustical applications, interactive classroom technology, and spatial flexibility will be included in the design.

The facilities will support the key program elements of project-based learning, community-based internships, frequent student presentations, and integrated curriculum. The design principles include:

- *Personalization* – Facilities are tailored to individual and small-group learning, including project rooms for hands-on activities and exhibition spaces for individual work, which promotes a high degree of student ownership.
- *Flexibility* - Holistic designs enable new ways of teaching and learning.
- *Adult World Connection* – In addition to the required community internship component, the facility itself will have a workplace look and feel, with windowed conference and seminar rooms, small-group project areas, high-tech laboratories, and common areas where projects can be displayed. Specialty labs and project rooms will allow access to technology and equipment for learning in specialized areas such as biotechnology, mechanical engineering, and graphic design.

Exhibit 4: Planned Development



WITHIN SAUSD			JUST OUTSIDE SAUSD		
	PROJECT NAME	UNITS		PROJECT NAME	UNITS
1	Uptown Newport	1,244	11	Park Place II (under construction)	989
2	Koll	260	12	McCabe	314
3	Garden Communities	1,600	13	Metropolis	457
4	Colton	274	14	Main & Jamboree Apartments	362
5	Colton 2	642	15	2852 Kelvin	194
6	Martin Condos	82	16	2801 Kelvin	381
7	Colton 3	312	17	360° Fusion	280
8	The Village (office/retail)	0		2851 Alton (not pictured)	170
9	Condos plus Hotel	208		Equity (not pictured)	344
10	Central Park West	638		Irvine Lofts (not pictured)	469
	Olen Properties (not pictured)	300		16808 Armstrong (not pictured)	334
Total		5,560		16952 Millikan (not pictured)	156
			Total		4,450

Exhibit 5: Regional Map

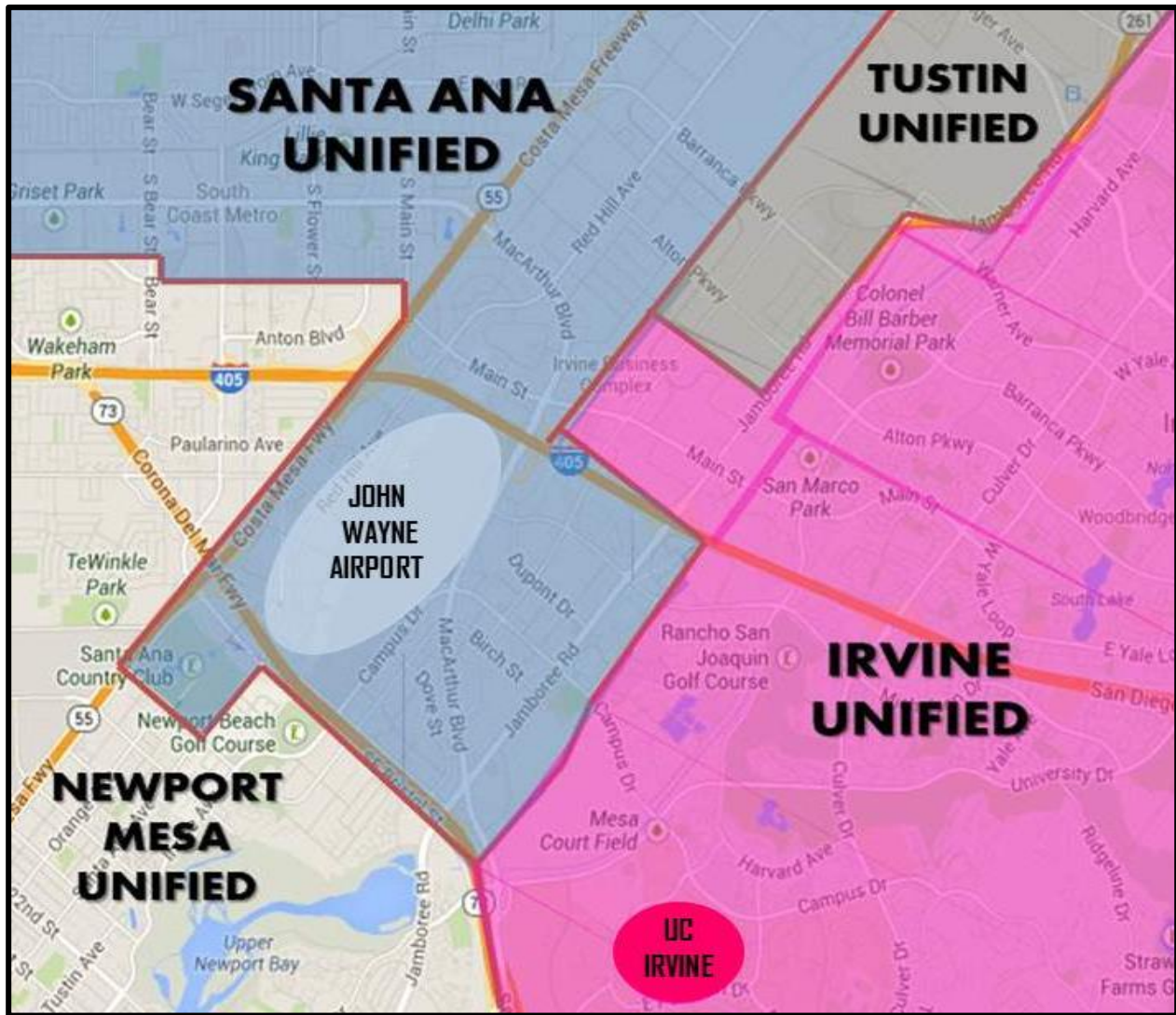


Exhibit 6: Local Map

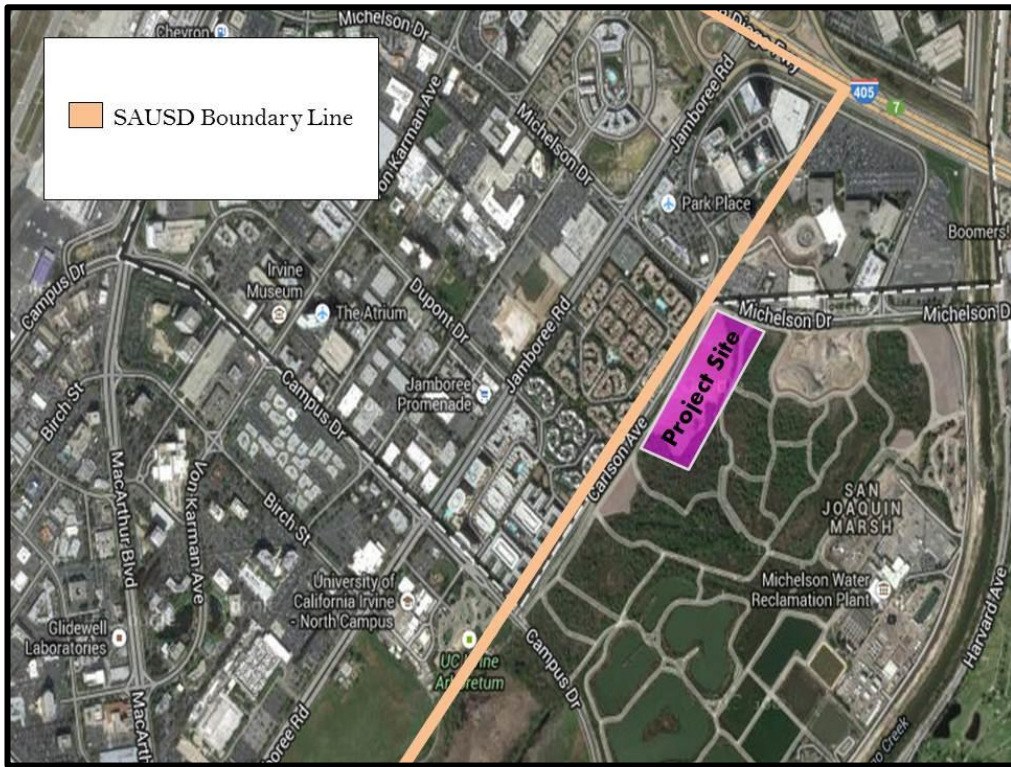
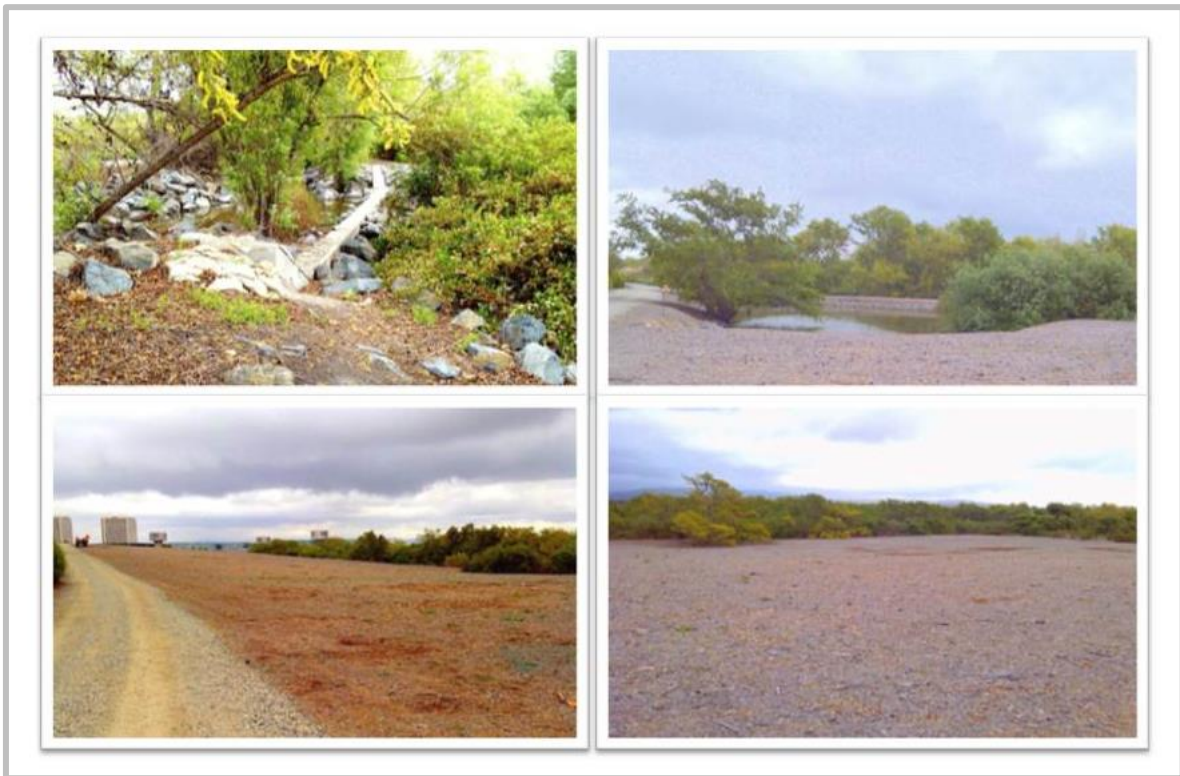


Exhibit 7: Net Usable Acreage



Exhibit 8: *Site Photographs*



The Advanced Learning Academy proposes to develop the vacant site into a school campus that will initially house kindergarten through sixth grade, and in subsequent years, will expand to include seventh and eighth grade. In the Charter's first year, 240 students will be enrolled, but in the years following, the student enrollment will reach a maximum of 600 students. As shown in Exhibit 9, Site Plan, the proposed campus would contain two (2) two-story classroom buildings with capacity for 600 students. The proposed classroom size will be compliant with the District's standard for classroom loading. One classroom building would house the primary grade complex, and the other classroom building would house the upper grade/intermediate complex. The two complexes would be kept separate but share the administration, multipurpose room, and kitchen facilities. The administration building would be located at the front of the campus and would house the school's Co-Directors, office manager, office assistants, nurse, psychologist, conference room, staff lounge, and kitchen.

Exhibit 9: Site Plan



1. Primary grade complex

One classroom building would contain kindergarten through 4th grade, with kindergarten through 1st grade on the first floor, and 2nd – 4th grade on the second floor. The kindergarten classrooms would be 1,350 square feet, and the 1st-4th grade classrooms would be 960 square feet, in compliance with the CDE's recommended classroom size. The classrooms would each have appropriate-height sink and two exits, one to the interior hallway and one to the exterior hallway, to comply with fire code for primary grades. The building would also contain student and staff restrooms, a computer lab, and teacher's workroom. Outside the classroom building would be a shade structure for lunch tables and a play area containing hard courts, turf play area, and playground equipment.

2. Upper grade complex

The upper grade building would contain grades 5th – 8th, with 5th – 6th on the first floor and 7th – 8th on the second floor. The classrooms would be 960 square feet in compliance with the CDE's recommended classroom size. The building would also contain student and staff restrooms, a teacher's workroom, computer labs, small group workrooms, and a project workroom. Outside the building would be a shade structure for lunch tables and a play area containing hard courts and turf playfield. Additionally, a separate building would provide the setting for innovative environmental teaching opportunities, which will include science programs and will take advantage of the adjacent natural habitat.

3. Multipurpose room

The school campus will include a multipurpose room that will be used to house the school's assemblies, indoor physical activities, annual science fair, and other school events.

4. Recreational facilities –

As shown in Exhibit 9, Site Plan, approximately half of the site is planned to be used for joint-recreational use. District staff is currently negotiating the terms of a Joint-use Agreement with the City of Irvine and Irvine Ranch Water District. The park will be used and operated by the City of Irvine and open to the public during the day. The multipurpose room and turf field will be open to the City during after-school hours when not utilized by the Advanced Learning Academy programs. Strategic fencing will allow the park and joint-use facilities to be used by the public without jeopardizing the security of the school campus.

Sustainability and Sensitivity to the Adjacent Natural Habitat

The Advanced Learning Academy recognizes the asset and responsibility of being located adjacent to the existing natural habitat. As shown in the Site Plan, the Advanced Learning Academy has incorporated a "nature buffer" into the design of the campus to ensure that construction and operation of the school does not negatively impact the natural habitat. In addition, the Advanced Learning Academy and City of Irvine will not place any nighttime lighting on the recreational facilities that will disturb the adjacent area. The only exterior lighting will include low-level security lighting in the parking lot, walkways, and on the exterior of building doorways. This will also ensure that nighttime noise levels remain consistent with existing site levels.

The Advanced Learning Academy will comply with the California Environmental Quality Act and hire an environmental expert to analyze the impact of the Advanced Learning Academy on the surrounding habitat. The Advanced Learning Academy will comply with any mitigation measures required during construction and operation of the facility.

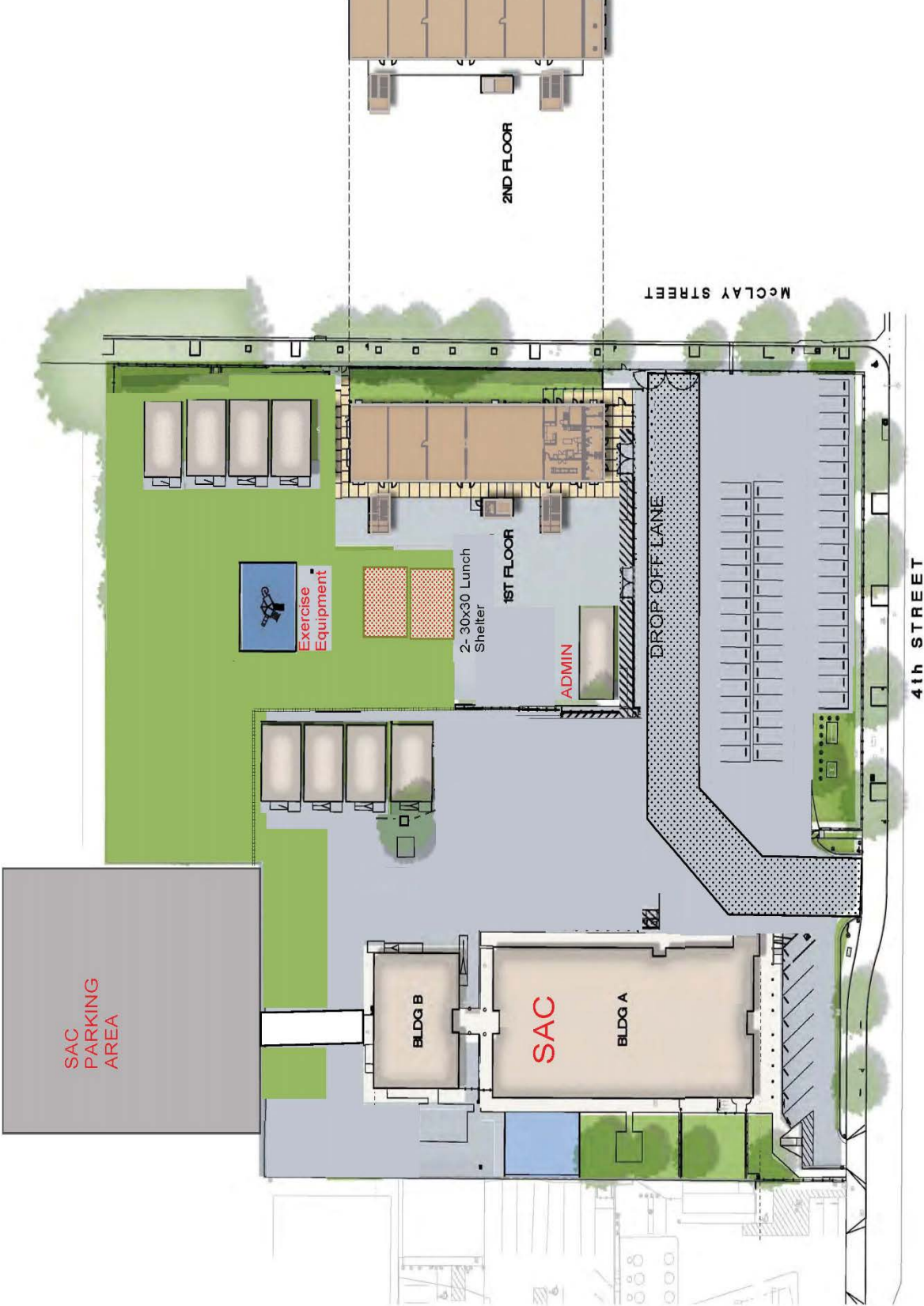
The site's connection to the existing natural habitat offers a unique opportunity to design a school campus that has a prominent environmental component. The buildings and grounds will include sustainable building elements and will afford students with a sustainable educational component. The building that will house innovative environmental teaching opportunities will be truly sustainable and operate off the electrical grid. Furthermore, it will be used for the school's unique science curriculum, including environmental science, engineering, and biology. The campus' recreational features will connect with the existing trail system that weaves through the habitat area. Thus, the environmental science program will have easy access to explore the natural habitat, truly engaging students and providing interactive and inspiring curriculum.

Google Earth

ALA-ECP Acreage



ALA-ECP Rendering



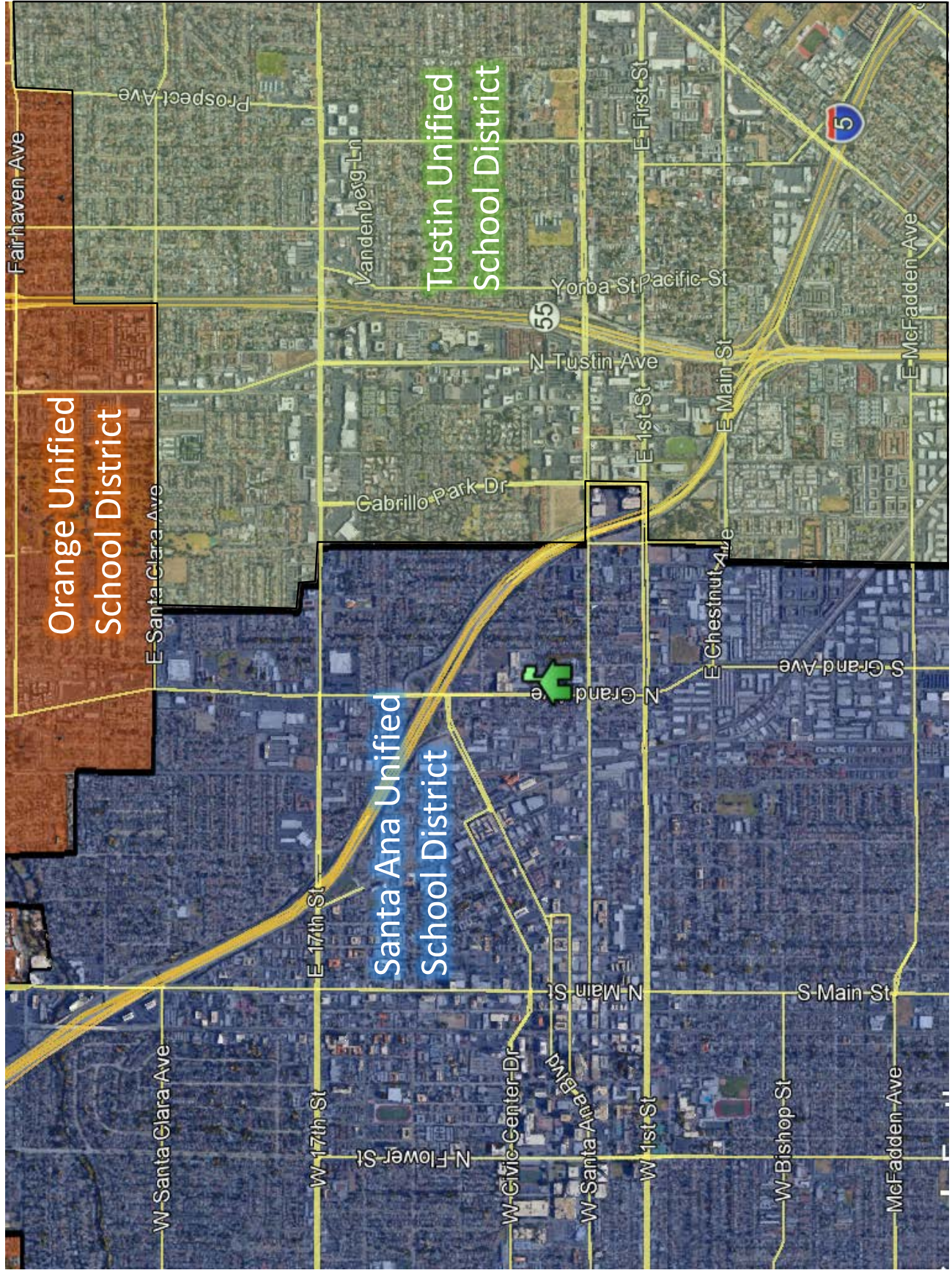
ALA-ECP Conceptual Site Plan



ALA-ECP Conceptual Site Plan



ALA-ECP Regional Map



ALA-ECP Site Photos



ALA-ECP Site Photos



ALA-ECP Site Photos



Charter Implementation

While this chart below indicates one potential timeline; however, a streamlined approach may be used involving the new building at the Grant School Site. The availability of that school building would allow the Advanced Learning Academy to begin operations during the 2015-2016. The planning for the new, permanent location in the INDA would begin immediately thereafter.

Exhibit 10: Charter Implementation Timeline

Task	2013/14			2014/15			2015/16			2016/17			2017/18		
Charter approval															
Site acquisition															
Design															
Obtain construction funding; Bid															
Construction															
Select Advisory Board and staff															
Student recruitment															
Finalize budget and accounting process															
Prepare Safety Plan, Master Schedule, Student Handbook															
Develop lesson plans/curriculum															
Professional training															
Student/parent orientation															
Occupancy															

ELEMENT NINETEEN | REQUIRED SIGNATURES

CHARTER SCHOOL TEACHER APPROVAL SIGNATURE PAGE IRVINE/NEWPORT DEVELOPMENT AREA (INDA) CHARTER SCHOOL – SANTA ANA

- The proposed charter school will be a start-up charter school.
- The charter school enrollment for the first year of operation will be 300 students.
- The total number of teachers estimated to be employed at the school during the first year of operation: 10 (50% signatures required)

RECEIVED OCT 04 2013

We, THE UNDERSIGNED, CREDENTIALLED TEACHERS, have read and agree to the contents of the attached charter school proposal dated October 8th 2013 and will work towards its implementation. Our signatures indicate that we are meaningfully interested in teaching at this charter school.

TEACHER'S SIGNATURE (Please print name under signature)	STREET ADDRESS, CITY, ZIP CODE, & STATE	PHONE # INCLUDING PREFIX	TYPE OF CREDENTIAL(S) HELD	CALIFORNIA CREDENTIAL NUMBER(S)	CREDENTIAL EXPIRATION DATE(S)	COLLEGE DEGREE(S) HELD
<i>[Signature]</i> Stephanie Stoklmayer	1334 E. Locust Ave. Orange, CA 92667	714-628- 8840	Multiple subject w/CLAD and/or endorsed specialist w/ Act.		2015 2015	AA BA-Psych MA-Span.ed.
<i>[Signature]</i> Helene Musikanth	6 Nutwood Irvine, CA 92604	949-293- 1694	Single subject			B.A H-ED (Higher Ed. Diplo ma)
<i>[Signature]</i> Monica Curriel	1718 W. 1 st St. Santa Ana, CA 92703	714) 313-6671	Multiple w/CLAD			M.A. Child Develop. Reading/Math Curriculum & In-
<i>[Signature]</i> Ashleigh Weissman	26162 Via Monterey, San Juan Capistrano, CA 92675	408-656-5536	single subj.			B.A. Molecular Biology + Biochem Spanish Minor
<i>[Signature]</i> Barbara Pearson	13571 Pawnee Tustin, CA 92782	714-345-4742	mult. sub author. English			B.A. Lib. St. M.S. Curr + Inst

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APPENDIX A | COLLECTIVE BARGAINING AGREEMENT

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Accept Santa Ana School Police Officers Association's Initial Bargaining Proposal to Santa Ana Unified School District for 2017-18 School Year

ITEM: Action

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of the Santa Ana School Police Officers Association's (SASPOA) Initial Bargaining Proposal to the Santa Ana Unified School District for the 2017-18 school year in accordance with Government Code Section 3547.

RATIONALE:

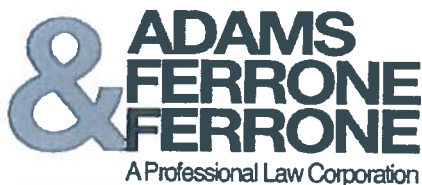
Under provision of the Government Code referenced above, the proposal must be "sunshined" for public comment followed by the approval of the Bargaining proposal. The proposal was "sunshined" for public comment at a Board of Education meeting on April 18, 2017.

FUNDING:

Not Applicable

RECOMMENDATION:

Accept the Santa Ana School Police Officers Association's (SASPOA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2017-18 school year.



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Andrew B. Scott
Samantha M. Swanson

John R. Kristofferson
Ryan T. Trotta
Mark J. Peacock*
Of Counsel

March 3, 2017

Mark A. McKinney
Associate Superintendent
Human Resources
Santa Ana Unified School District
Via email only: mark.mckinney@sausd.us

RECEIVED

MAR 03 2017

Human Resources

RE: Sunshine Proposal of Santa Ana School POA

Dear Mr. McKinney

Please consider this letter as a formal sunshine proposal of the Santa Ana School Police Officer's Association. The Association seeks to negotiate improvements to the following articles, as well as all exhibits and appendixes from the current memorandum of understanding:

1. Recognition
2. Definitions
3. Hours of Work
4. Wages and Wage Provisions
5. Safety Conditions
6. Transfer and Promotional Procedures
7. Absences/leaves
8. Vacation and Holidays
9. Evaluation Procedures
10. Grievance Procedures
11. Employee Benefits
12. Miscellaneous Provisions
13. No Concerted Activities
14. Term of Agreement and Reopener
15. Disciplinary Procedures/Permanent Members
16. Layoff and Reemployment/Non-Disciplinary
17. SASPOA Rights
18. Management Rights

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Ratification of Tentative Agreement with California School Employees Association, Chapter 41 (CSEA) for 2017-2018 School Year**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board ratification of the Tentative Agreement with the California School Employees Association, Chapter 41 (CSEA) for the 2017-18 school year.

RATIONALE:

This agreement is a result of negotiations between the District and CSEA and language ratified by members.

Under the provisions of Government Code Section 3457.5, local educational agencies are required to publicly disclose the provisions of all collective-bargained agreement before entering into a written agreement. The Tentative Agreement is being “sunshined” for public comment at the Board of Education meeting on May 9, 2017.

FUNDING:

General Fund: \$2,650,000

RECOMMENDATION:

Ratify the Tentative Agreement with the California School Employees Association, Chapter 41 (CSEA) for the 2017-18 school year.

Date: 4-24-17
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**Tentative Agreement
Between
Santa Ana Unified School District (SAUSD)
And
California School Employees Association (CSEA)
And Its Santa Ana Chapter 41**

April 24, 2017

Pursuant to negotiations between the Santa Ana Unified School District (District) and the California School Employees Association (CSEA) and its Santa Ana Chapter 41, have reached tentative agreement on certain Articles pertaining to the 2016 Successor Collective Bargaining Agreement as follows:

3.0 HOURS OF WORK

3.1 WORK DAY/WORK WEEK

3.1.1 The standard work week shall be forty (40) hours in five (5) consecutive days of eight (8) hours per day.

~~3.1.1.1 The District will employ three (3) part time alarm monitors/dispatchers to cover the weekend shifts. These three employees will work 8 hour shifts on Saturday and Sunday, for a total of 16 hours per week, 12 months/year. All other Alarm Monitor/Dispatcher positions shall remain full time.~~

~~3.1.3 Effective upon ratification of this agreement, the nine (9) most senior food service workers assigned to the Central Kitchen shall be assigned a minimum eight (8) hour day with the balance assigned to seven (7) hours. The seven (7) hour food service workers may have their hours extended to eight (8) hours pursuant to Article 3.3.1~~

3.7 WORK YEAR

3.7.1 The work year of each classification and/or position shall be established and fixed at the time of employment.

3.7.2 Any proposed changes in work year shall be monitored by Human Resources, in cooperation with CSEA, and negotiated with CSEA as follows:

3.7.2.1 All work year changes shall be brought to the attention of CSEA. All work year change requests submitted to Human Resources between October 30 and April 30 shall be noticed to CSEA in the following May; all work year change requests submitted to Human Resources between April 30 and October 30 shall be noticed to CSEA in the following November. Negotiations shall be scheduled regarding the work year changes. Work year changes will be implemented after the conclusion of negotiations.

3.7.3 Unit members working less than twelve (12) months shall be initially notified of the following year's work year prior to the end of the previous work year, except when negotiations over the proposed changes have not been completed.

Date: 4-24-17
Initials: EP
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3.7.4 Effective July 1, 2016 the work year calendar for all 9.5-month instructional unit members shall be increased from 180 days to 182 days.

3.7.5 Effective July 1, 2016 the work year calendar for all 9.5-month clerical unit members LVNs & Bilingual Techs shall be increased from 183 days to 185 days.

4.0 WAGES AND WAGE PROVISIONS

4.1 CONTRIBUTIONS AND WAGE PROVISIONS

Salary Increase

Effective July 1, 2016 each cell of each salary schedule in appendix 5 shall be increased by 1% for all unit members in paid status by the District as of the ratification date of this agreement.

Unit members in paid status by the District as of the ratification date of this agreement shall, be paid a 1% one-time off schedule salary "bonus".

Library Media Technician (LMT) Hours & Job Description:

Effective upon ratification of the Tentative Agreement (T/A) and the revision of the LMT job description all LMT positions at elementary schools with enrollment of 850 or greater that are projected to maintain enrollment greater than 850 the following year shall be increased to 8 hours per day. Should a school enrollment fall below 850 the District shall negotiate with CSEA the decision and the effects to reduce the position.

The parties agree that there will be no bumping process or displacement of any LMT at sites in which the hours have increased until such positions become vacant. When an 8 hour LMT position becomes available through attrition, the District will use the existing contract provisions to fill the vacancy.

4.8 RECLASSIFICATION PROCEDURE

4.8.1 Individual requests for classification review may be submitted to the Personnel Services Office for study and implementation or rejection. Reclassification requests for all individuals in a class or classes shall be sent to the reclassification committee. Either type of request would be processed as follows:

4.8.1.1 Requests will be accepted between July 1 and December 31 of each year, with any approved reclassifications to be effective the subsequent July 1.

4.8.1.2 No requests will be accepted between January 1 and June 30.

4.8.1.3 Bargaining unit members submitting reclassification requests within the proper time frames shall be notified of the progress of the request no later than June 1.

Date: 4-24-17
Initials: SP

Unless an employee obtains permanency in a second classification, he/she may submit a request only once every three (3) years. *cmf*

- 4.8.2 Requests may be submitted only by an employee who has had permanency in the position for a minimum of one (1) year.
- 4.8.3 This article is specifically excluded from the grievance/arbitration section of the Agreement except for the limited issue of whether or not the District has complied with the contractual time limits.
- 4.8.4 The reclassification request form shall be in two (2) copies and shall provide a statement indicating that the unit member may forward a copy to the Association if desired.
- 4.8.5 **Reclassification Committee**
 - 4.8.5.1 A District/CSEA Reclassification Committee shall be comprised of the following:
 - 4.8.5.1.1 Two (2) CSEA members and one (1) alternate shall be appointed by the President of the Chapter. These members shall serve two (2) year terms and may be reappointed.
 - 4.8.5.1.2 Two (2) Administrators and one (1) alternate shall be appointed by the Assistant Superintendent, Personnel Services. These administrators shall serve two (2) year terms and may be reappointed.
- 4.8.6 **Reclassification**

Reclassification review may be sought only for the accretion of higher level duties and not for workload increases.
- 4.8.7 The findings and recommendations of the Reclassification Committee shall be submitted to the District and CSEA no later than May 1st.
- 4.8.8 All District recommendations for new and abolished classifications shall be forwarded to CSEA.
- 4.8.9 At the end of the reclassification process, the employee shall have the right to appeal the decision should his/her request for reclassification be denied. Any and all appeals shall be referred to the Reclassification Committee for review. Any lack of consensus of the committee during the appeal process will be referred to negotiations regarding matters within the scope of negotiations.

Date: 4-24-17
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5.0 SAFETY CONDITIONS

5.12 DISTRICT SAFETY OFFICERS

- 5.12.1 Unit members in this classification shall receive minimum training of twenty-four (24) hours per year to effectuate the professionalism accompanying the position. This training schedule shall include appropriate safe and lawful use of restraint, **defensive and de-escalation techniques**.
- 5.12.4 The parties shall establish a current and joint operations manual which would include a composite of current policies, procedures, and rules pertaining to the District Safety Officer function. This process shall ~~begin no later than June 30, 2014 and shall~~ be reviewed and amended annually, **no later than February of each year**. In addition, those items that are subject to bargaining shall be negotiated.

5.13 HANDLING OF MONEY

- 5.13.6 Unit members whose job duties require the handling of money shall be required to attend annual mandatory training on the District policies and procedures for handling money.

~~5.13.6.1 The District and CSEA shall meet and confer between the ratification of this agreement and June 30, 2012 to establish District wide cash handling policies and procedures.~~

- 5.14.4 Employees who believe that they have suffered a violation of 5.15 ~~4~~ may utilize the grievance procedure.

5.14.4.1 The grievance procedure for any 5.15 ~~4~~ violation shall end at Level 3-Superintendent.

6.0 TRANSFER AND PROMOTIONAL PROCEDURES AND VACANCIES

- 6.3.1 All vacancies (except those designated as entry level on the classified salary schedule) by specific job title, and location if known, shall be posted at each District site for not less than six (6) working days prior to being filled.
- 6.3.2 Any permanent unit member may apply for transfer to a position **for which they are qualified by applying for the open position**. ~~filing a written notice with the Human Resources Office of the District.~~
- 6.3.3 When vacancies occur, all unit members requesting a transfer **who are qualified and have submitted a District application** shall be interviewed. ~~When a unit member is not selected for a transfer the unit member may request an appointment through Human Resources to discuss specific improvements, if applicable, that will assist the unit member in future transfers.~~

~~At any time a unit member may decline and/or withdraw an employee-initiated reassignment/transfer request.~~

Date: 4-24-17

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7.0 ABSENCES/LEAVES

7.2 GENERAL PROVISIONS

- 7.2.10 All bargaining unit members shall notify the **SEMS District Substitute Call Request** system for all sick leave absences of one day or more as soon as they are aware of their impending absence. Unit members are also encouraged to notify their immediate supervisor of such absences.

8.0 VACATION AND HOLIDAYS

8.1 VACATION

- 8.1.4 Unit members working twelve (12) calendar months shall use all earned vacation not later than the end of the fiscal year following the year in which it was earned. When circumstances preclude the taking of earned vacation within the time allowed, a maximum of one-half of the annual vacation allowance may be carried over subject to the approval of the ~~Assistant~~ **Associate** Superintendent, Personnel Services or his/her designated representative. Exceptions up to one year of annual vacation allowance carry over may be approved by the Superintendent or his designee.

8.2 HOLIDAYS

- 8.2.1 The District agrees to provide unit members with the following paid holidays, provided that holiday occurs during the unit member's scheduled work year (i.e., 9 month, 10 month, 12 month): Independence Day; Labor Day; Veteran's Holiday; Thanksgiving Day; Thanksgiving Holiday (in lieu of Admission Day); Christmas Day; Winter Holidays; New Year's Day; Martin Luther King, Jr. Holiday; Lincoln's Holiday; Washington's Holiday; Memorial Day **and July 5 for 12 month employees. If the July 5th holiday falls on the weekend, the fixed holiday shall be observed on the next regular work day.**

11.0 EMPLOYEE BENEFITS

11.2 EMPLOYEE ELIGIBILITY

- 11.2.1 Any permanent and probationary unit member employed prior to November 1, 2008, on a regular basis (four ([4] hours per day or more, or twenty [20] hours per week) shall be eligible for benefits in 11.2 as provided for in this section. Any permanent and probationary unit member employed after November 1, 2008, that are eligible for SAUSD contributions for health and welfare benefits shall be entitled to no greater SAUSD paid contribution towards medical benefits of not to exceed the cost of the lowest ~~employer~~ cost HMO. Said unit members shall be permitted to purchase other SAUSD offered insurance plans at the difference between the cost of those plans and the lowest cost HMO.

11.4 HEALTH BENEFITS AUTHORITY

- 11.4.1 A Health Benefit Authority (HBA) shall be established to make decisions regarding:

- A. Medical insurance
- B. Dental insurance
- C. Vision insurance

Date: 4-24-17

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- D. Mental health insurance
- E. Life insurance
- F. Retiree insurance
- G. Carriers/providers
- H. Consultants

11.4.2 The District shall designate a separate health benefits sub-fund(s)/reserve fund(s) (67-69 and 71-74) to account for the purpose of all revenues, and expenses, and reserves related to the health benefits programs listed in 11.4.1.

11.4.3 Each year, no later than ninety (90) calendar days before the end of the health benefits plan year (i.e. March 30th of a fiscal health benefits plan year), an actuarial analysis shall be completed by the HBA's health benefits consultant. The analysis shall reflect renewal rates/expected costs/savings for the following year based on a composite percentage increase/decrease per enrollee multiplied by the number of enrollees in the plan at the time of the actuarial analysis using current plan designs. Proposed provider increases/decreases shall be presented to the Health Benefits Authority on or before seventy-five (75) calendar days prior to the end of the health benefits plan year (i.e. April 15th of a fiscal health benefits plan year).

A. The annual actuarial analysis shall include the following elements:

- 1. Utilization
- 2. Medical trend
- 3. Experience
- 4. SAUSD plan document

B. If the District's existing health benefits plan year's per enrollee premium/costs is greater than the proposed premium/cost, ~~the~~ The Health Benefits Authority shall address any ~~excess health benefits funds~~ plan increases (i.e. through plan design modifications, etc.) prior to open enrollment. If those excess funds exceed the value of two (2) months of health benefits costs, then those excess funds over the value of the two (2) months shall be made available for health benefits related negotiations.

C. If the District's existing health benefits plan year's per enrollee premium/costs level does not cover the proposed increase in premium/costs, the Health Benefits Authority shall, prior to open enrollment, take action to implement or change one or more of the following:

- ~~1. Plan modifications~~
- ~~2. Allocated excess funds from the health benefits sub-fund reserves to offset increased costs; the allocation shall not exceed 75% of the increased cost.~~

~~D.C.~~ In the event that plan modification(s) are insufficient to cover the entire increased premium/costs, the remaining increases/costs shall be referred to the Collective Bargaining process to determine how remaining increases/costs shall be allocated.

Date: 4-24-17

Initials: EP

~~E.D.~~ The Health Benefits Authority may make health benefits plan design adjustments ^{my 2} when needed during the health benefits plan year. Open enrollment opportunities shall be provided to allow unit members to change plans. ^{red}

11.4.6 The Health Benefits Authority Decision Making/Voting Process

A. Consensus Decision Making Model

1. Consensus building regarding the annual actuarial analysis and implementation of needed changes shall be used.
2. Following consensus building, a vote shall be taken to implement the recommended changes. District and Labor shall have an equal one (1) District to one (1) CSEA vote.
3. If the vote (11.4.5.A2) is 2-0, the recommended changes shall be implemented.
4. If the vote (11.4.5.A2) is a 1-1 tie:
 - a. Either side may request mediation.
 - b. If an agreement cannot be reached within ~~one hundred twenty (120)~~ sixty (60) calendar days ~~after~~ before the beginning of the new health benefits plan fiscal year (i.e. November July 1st ~~of the fiscal health benefits plan year~~), District and CSEA unit members/enrollees shall equally split the increased CSEA's ~~proportion of the~~ costs/shortfall in health benefits funding retroactive to the first day of the new health benefits plan year District paying 50% of the shortfall; CSEA unit members/enrollees paying 50% of the shortfall). The 50%-50% shortfall split shall be applied to the unblended rate increases at the tier level. ~~Rate increases that stay in effect shall be referred to the Collective Bargaining process to determine how the increase shall be allocated.~~
5. ~~Meetings of the Health Benefits Authority shall be open and public, with~~ Agendas and minutes of the Health Benefits Authority Meetings will be made available on line.
6. Meetings shall be chaired by a voting member of the HBA. The chair and vice chair shall be appointed and rotate annually between the District and each participating labor group. ~~The District and each participating labor group shall appoint an Assistant Chair annually. CSEA shall appoint the chair for the 2013-2014 school year.~~

Date: 4-24-17

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7. Meetings shall be conducted using Robert's Rules of Order and an annual review/training of Robert's Rules of Order shall be held.
8. ~~To ensure order and efficiency, bylaws and/or standing rules shall be developed, adhered to, reviewed, and modified as needed by the HBA.~~
9. The Health Benefits Authority shall review and study health benefits.
9. ~~10.~~ The Health Benefits Authority District shall make available health benefits contracts with insurance carriers.
10. ~~11.~~ The Health Benefits Authority shall review benefits documents.
11. ~~12.~~ Daily administration of the health benefits program, and responsibility for implementing the direction of the Health Benefits Authority, shall be the responsibility of the District. All business correspondence, including claim waivers, formal proposals, bids, and correspondence shall be directed to the District for presentation as appropriate to the Health Benefits Authority.
12. ~~13.~~ Authority to enter into contracts with respect to health benefits determined by the Health Benefits Authority shall rest with the District.
13. ~~14.~~ The Health Benefits Authority shall be authorized to select consultants to be paid from budgeted health benefits funds. Labor shall have a health benefits consultant (chosen by Labor) to review the analysis presented by the HBA consultant, paid from the budgeted health benefits funds and not to exceed 20% of the expense of the consultant selected by the HBA. Contracts with firms or individuals shall be under the auspices of the District and shall require the approval of the Board of Education.

11.5 RETIREMENT BENEFITS

11.5.2 An eligible unit member shall benefit as follows:

- 11.5.2.1 The retiring employee shall receive no compensation, nor is service expected.
- 11.5.2.2 The benefits provided during retirement will be the same as, or comparable to, those provided to active employees at that same time (excluding life insurance) (i.e., ~~benefits provided retirees on May 3, 2002, shall be the same or comparable to those benefits provided active employees on May 3, 2002~~). The Health Benefits Authority (HBA) shall determine comparability.

Date: 4-24-17
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13.0 NO CONCERTED ACTIVITIES

- 13.2 In order to ~~insure~~ensure the uninterrupted service of the unit members covered by this agreement, this no-strike obligation is effective for any and all disputes which may arise between the parties including, but not limited to, matters covered by this agreement, regardless of whether or not such disputes are subject to the grievance procedure, disputes arising outside of this agreement, disputes with other labor organizations, persons or employers or jurisdictional disputes, including requests by other labor organizations to engage in the above-prohibited activities.

14.0 TERM OF AGREEMENT AND REOPENER

- 14.1 This Agreement made and entered into this ~~July 1, 2013~~ April 24, 2017, by and between the Santa Ana Unified School District, herein referred to as the "District," and the California School Employees Association, herein referred to as the "Association."
- 14.2 Except as otherwise specifically provided herein, the effective date of this Agreement shall be from July 1, ~~2013~~ 2016 through June 30, ~~2016~~ 2019, and shall continue in effect from year to year thereafter unless amended, modified, or terminated as provided below; any party wishing to amend, modify, or terminate this agreement shall send written notice to the other party of its intentions to do so no sooner than Feb 1, ~~2016~~ 2019 and no later than March 31, ~~2016~~ 2019. Thereafter, the parties shall meet and negotiate in a good faith attempt to reach agreement for a successor collective bargaining agreement.

For ~~2014-2015~~ 2017-18 and 2018-19 Negotiations, the District and the Association may propose contractual changes limited to salaries, fringe benefits, and any three additional articles for the ~~2014-2015~~ 2017-18 and 2018-19 school year, by March 1 (?), ~~2014~~ 2017.

15.0 DISCIPLINARY PROCEDURES/PERMANENT MEMBERS

- 15.8.8 An employee may elect to be represented by CSEA, or represented by their own attorney in the proceeding. Employees who hire own attorney will do so at their own cost.

No other changes to remainder of CBA.

Clean up language in the Collective Bargaining Agreement (i.e. formatting, typos, etc.) Not intended to change the meaning of the remaining language. Commencement of these negotiations shall begin no later than thirty (30) days after CSEA's ratification and the School Boards approval of this Tentative Agreement.

This tentative agreement is subject to ratification by the CSEA Santa Ana Chapter 41 membership, CSEA Policy 610 requirements and approval by the Santa Ana Unified School District Board of Education.

Santa Ana Unified School District

California School Employees Association
and its Santa Ana Chapter 41

Date: 4-24-17

Initials: EL *not*

Mark A. McKinney

Mark A. McKinney
Associate Superintendent

4/24/17
Date

Eddie Leon

Eddie Leon
President, CSEA Santa Ana Chapter 41

4-24-17
Date

Michael J. Leon

Michael J. Leon
CSEA, Labor Relations Representative

4-24-17
Date

Memorandum of Understanding
between
Santa Ana Unified School District (SAUSD)
and the
Classified School Employees' Association (CSEA) and it's Chapter 41


April 24, 2017

The following constitutes a Memorandum of Understanding (MOU) between the Santa Ana Unified School District (District) and the Classified School Employees' Association (CSEA) and it's Chapter 41 as a resolution to the timely completion of the following new and/or revised job descriptions:

- Nutrition Services Assistant (New)
 - FSW to Nutrition Services Assistant
 - Sr. FSW to Nutrition Services Assistant
- Nutrition Services Lead – Satellite Kitchen (New)
 - Elementary Food Service Supervisor to Nutrition Services Lead-Satellite Kitchen
 - Facility Operator to Nutrition Services Lead Satellite Kitchen
- Nutrition Services Lead – Production Kitchen (New)
- Cook (Revision)
 - Baker to Cook
 - Sr. Cook to Cook
 - Senior Baker to Cook
- Certified Chef (Revision)
- Stadium Crew Technician (New)
- Electronic and Technology Support Technician (New)
- Integrated Pest Management Technician (New)
- HVAC Mechanic I (Revision)
- HVAC Mechanic II (Revision)
- Computer Technician I (New)
 - Instructional Assistant Computer Lab to Computer Technician I
- Computer Technician II (New)
 - Computer Technician to Computer Technician II
- Library Media Technician (Revision)


The District and CSEA agree to meet and finalize job description negotiations that are within the scope of representation of the aforementioned job descriptions within 60 days of ratification of the 2016-2017 Successor Agreement by CSEA and the School Board.

This MOU is non-precedent setting.



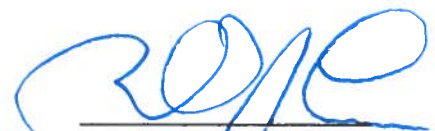
Mark McKinney
Associate Superintendent
Santa Ana Unified School District
4/24/17

Date



Eddie Leon
President, Chapter 41
California School Employees' Assoc.
4-24-17

Date



Michael J. Leon
Labor Relations Representative
California School Employees' Assoc.
4-24-17

Date

AGENDA ITEM BACKUP SHEET**May 9, 2017****Board Meeting**

TITLE: **Approval of Resolution No. 16/17-3185 Regarding Reduction or Elimination of Certain Certificated Services (Intermediate Action Due to Non-receipt of Proposed Decision of Administrative Law Judge in OAH Case No. 2017030750); Approval of Issuance of Notices to Non-Respondent Certificated Employees By Statutory Deadlines; Action to Extend Statutory Deadlines for Respondents (Education Code sections 44949 and 44955)**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The projected budget deficit expected for the 2017-18 school year necessitates the layoff of certificated employees. On March 7, 2017, the Board approved Resolution No. 16/17-3170 which directed Administration to initiate the statutory procedures for the layoff of certificated employees, including the provision of due process to affected individuals. The process is controlled by the Board's initial layoff resolution, and Education Code section 44949 and 44955. Before March 15, 2017, Administration served notices to certificated employees that described the nature of the layoff and their right to request a hearing. Not all employees who received notices will ultimately be laid off; many of them received notices merely as a precaution to ensure the Board's direction could be implemented. Approximately 200 employees requested a hearing.

On April 18, 19, and 20, 2017, Administrative Law Judge Samuel D. Reyes, from the California Office of Administrative Hearings ("OAH") presided over the due process hearing involving the proposed layoffs of approximately 200 certificated employees who requested a hearing.

RATIONALE:

Pursuant to Education Code section 44949(c)(3), a "proposed decision shall be prepared for the governing board and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition," however, "none of the findings, recommendations, or determinations contained in the proposed decision prepared by the administrative law judge shall be binding on the governing board." Rather, section 44949(c)(3) states that "the governing board shall make the final determination as to the sufficiency of the cause and disposition."

Pursuant to Education Code section 44949(c)(3), Judge Reyes must provide "copies of the proposed decision ... to the governing board and to the employee on or before May 7" An exception to this rule is when the Administrative Law Judge approves an extension. On May 5, 2017, District legal counsel was informed by the Administrative Law Judge that the deadline would be extended by one week, to May 14, 2017. May 14 is a Sunday, so we may receive the decision by Friday, May 12th, or Monday, May 15th.

Due to this extension of time, the May 15th deadline for issuance of final notices is also extended by one week, to May 22, 2017. However, the Board must act on a resolution at its meeting on May 9, 2017 in order to establish timelines for the remainder of the process, approve issuance of notices to those certificated employees who did not participate in the layoff hearing (referred to as non-respondents), and approve the level of services to be reduced or eliminated (subject to modification after receipt of the ALJ's decision).

Once the proposed decision is received, Administration will review it with legal counsel. We are informed that most proposed decisions have flaws that must be corrected; it is rare for the proposed decision to be 100% accurate with respect to facts and law. The method for finalizing the layoff is to approve a final resolution which corrects any flaws, and to issue final notices of layoff to employees no later than the extended deadline of May 19, 2017.

It is possible to make changes to the number of employees subject to layoff. The final resolution may direct Administration to take newly identified circumstances, including attrition or reinstatement of services, into account. As an example, the hearing was presented by counsel pursuant to the initial layoff resolution identifying hundreds of non-classroom-based positions for elimination; however, it is our understanding that the Board may want to reinstate a portion of the non-classroom based positions. If so directed by the Board, Administration is able to make any changes to services levels, and to adjust the number of people ultimately laid off. This adjustment could take place either before final notices are issued on May 19th, or through the reinstatement/reemployment process that occurs prior to the 2017-2018 school year.

RECOMMENDATION:

Approve Resolution No. 16/17-3185 Regarding Reduction or Elimination of Certain Certificated Services (Intermediate Action Due to Non-receipt of Proposed Decision of Administrative Law Judge in OAH Case No. 2017030750); Approval of Issuance of Notices to Non-Respondent Certificated Employees By Statutory Deadlines; Action to Extend Statutory Deadlines for Respondents.

Note: At the time of the publication of the Board Agenda the Administrative Law Judge report and Final Resolution were unavailable. Copies will be provided upon request at the May 9, 2017 Board meeting.

**BEFORE THE BOARD OF EDUCATION OF THE
SANTA ANA UNIFIED SCHOOL DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA**

RESOLUTION NO. 16/17-3185

**RESOLUTION IMPLEMENTING CERTIFICATED LAYOFF OF EMPLOYEES WHO
DID NOT REQUEST A HEARING AND PROVIDING DIRECTION TO ISSUE
NOTIFICATIONS TO EMPLOYEES WHOSE SERVICES ARE TERMINATED**
(Education Code §§ 44949 and 44955)

WHEREAS, on March 7, 2017, the Board of Education of the Santa Ana Unified School District adopted Resolution No. 16/17 – 3169, reducing or eliminating particular kinds of services performed by certificated employees for the 2017-2018 school year; and

WHEREAS, before March 15, 2017, pursuant to the direction of this Board, the Superintendent and/or her designated representatives served notice to certain probationary and permanent certificated employees, including the employees identified herein below, that it has been recommended that each of their services will not be required for the 2017-2018 school year, pursuant to Education Code sections 44949 and 44955; and

WHEREAS, said notices served upon those probationary and permanent certificated employees advised them that they could request a hearing before an administrative law judge to determine if there is cause for not employing them for the 2017-2018 school year and if they failed to timely request a hearing, that failure would constitute a waiver of the right to a hearing, and his/her services would accordingly be terminated pursuant to the recommendation; and

WHEREAS, certain employees requested a hearing, the outcome of which is uncertain at this time, pending the receipt of a proposed decision by the Administrative Law Judge, which shall be considered by this Board at a later date; and

WHEREAS, each employee who did not request a hearing, within the time allowed, to determine if there is cause for not reemploying him or her for the ensuing 2017-2018 school year, has thereby waived any rights to a hearing, and the jurisdictional and statutory prerequisites have been satisfied as to all such employees as required by law; and

WHEREAS, the Education Code provides that this Board shall make the final determination as to the sufficiency of the cause and disposition; and

WHEREAS, the particular kinds of services to be reduced and/or eliminated as referenced in Resolution No. 16/17 – 3169 are determined to be particular kinds of services within the meaning of Education Code section 44955; and

WHEREAS, the particular kinds of services referenced in Resolution No. 16/17 – 3169 will be reduced and/or eliminated within the meaning of Education Code section 44955 not later than the beginning of the 2017-2018 school year; provided, however, that the Board's current review and analysis of the level at which the identified services should be affected dictates fewer

probationary and permanent certificated employees should be laid off as specified in this Resolution; and

WHEREAS, except as permitted by law and as defined in this Resolution, the services of no probationary or permanent certificated employee are being terminated, while any permanent, probationary, or other certificated employee with less seniority is being retained to render a service which said more senior employee is certificated and competent to render, within the meaning of Education Code section 44955(b); and

WHEREAS, except as permitted by law, the individuals whose employment is being terminated are not certificated and competent (within the meaning of Education Code section 44955) to render service being performed by any employee with less seniority who is being retained; and

WHEREAS, sufficient cause exists for the termination of the number of full-time equivalent certificated positions, as identified in Resolution 16/17 - 3169, and pursuant to and within the meaning of Education Code section 44949, said cause relates to the welfare of the schools and the pupils thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified School District:

1. That all of the foregoing recitals are true and correct.
2. That sufficient cause exists for the termination of the services of the certificated employees listed in Exhibit A, who did not request a hearing and thereby waived the right to such hearing, to the extent indicated (which constitutes the employees' entire employment with this District).
3. That the employment of the certificated employees listed in Exhibit A be and hereby is terminated effective upon the close of this school year.
4. That this decision is effective immediately and that the Superintendent or her designee(s) may take such actions as are necessary and appropriate to implement this Board's decision, including giving appropriate notice to those certificated employees listed above of the termination of their services because of elimination and reduction of particular kinds of services to take effect upon the close of this school year, with these notices being given on or before May 14, 2017, in the manner prescribed in Education Code section 44949.
5. That reemployment rights be afforded in accordance with the Education Code, if and when reemployment is offered and to the extent any reemployment rights are applicable to any of the above referenced employees.

The foregoing Resolution was **PASSED** and **ADOPTED** at a regular meeting of the Governing Board of the Santa Ana Unified School District on the 9th day of May, 2017 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Dated: _____, 2017

President, Board of Education
Santa Ana Unified School District
County of Orange, State of California

STATE OF CALIFORNIA]

]

COUNTY OF ORANGE]

I, _____, Clerk of the Board of Education of the Santa Ana Unified School District of Santa Ana, California, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Dated: May 9, 2017

Clerk of the Board of Education
Santa Ana Unified School District
County of Orange, State of California

SANTA ANA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 16/17-3185

EXHIBIT A

	Employee ID Number
1.	21044
2.	17688
3.	17678
4.	30993
5.	29934
6.	28906
7.	10741
8.	22596
9.	16968
10.	23237
11.	21792
12.	28909
13.	30930
14.	30099
15.	26863
16.	29685
17.	30875
18.	29938
19.	28618
20.	28853
21.	30891
22.	31419
23.	30795
24.	30551
25.	27370

	Employee ID Number
26.	30808
27.	25650
28.	13416
29.	26528
30.	22205
31.	12577
32.	30935
33.	28885
34.	27748
35.	28943
36.	30826
37.	31119
38.	29893
39.	28899
40.	28875
41.	23701
42.	28833
43.	29821
44.	23945
45.	18703
46.	30806
47.	20588
48.	11983
49.	30554
50.	28814

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Approval of Head Start Period One Monitoring Corrective Action Plan for 2016-17 Program Year**

ITEM: **Action**

SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**

PREPARED BY: **Charlotte Ervin, Coordinator, Head Start**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Head Start Period One Monitoring Corrective Action Plan for the 2016-17 program year.

RATIONALE:

The Orange County Head Start grantee reviews and completes a report of the District Head Start program. All program areas are reviewed for compliance in the following areas: education, health, safety, nutrition, family and community partnerships, program design and management, and eligibility, recruitment, selection, enrollment, and attendance (ERSEA). This review is conducted to ensure the program is in compliance with federal regulations and meeting contract obligations. A corrective action plan must be developed based on the noncompliances and deficiencies.

LCAP Goal 1.1: “Implement progress monitoring (growth) assessments for all academic programs.”

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the Head Start Period One Monitoring Corrective Action Plan for the 2016-17 program year.

CORRECTIVE ACTION PLAN (CAP)

Santa Ana Unified School District
Program Name

April 19
Month/Day

2017
Year

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

DISABILITIES & MENTAL HEALTH

HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
1302.62	Timely Referral Follow-Up: Jackson Head Start: 2 of 5 files reviewed had insufficient follow-up on status of child referrals.	The senior administration clerk will follow up on all Child Find referrals weekly. She will contact the parent to identify the status of the student referrals. All information will be documented in the Child Plus database. Notes will be printed and placed in the child's file at the site. The assistant coordinator of Education and Disabilities will report monthly to the Head Start coordinator on the status of child referrals and IEP's. Case management meetings will occur once a month.	Assistant Coordinator of Education and Disabilities Senior Admin Clerk	May 30, 2017	Head Start coordinator will review case management meeting notes Review Child Plus notes File review Review case management sign in sheets Review assistant coordinator of Education and Disabilities reports	May 21, 2017

PARENT, FAMILY AND COMMUNITY ENGAGEMENT

HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
SS44 1302.52	Recordkeeping: Roosevelt Head Start: For 33% (8 of 24) of files reviewed, the FPA assessment timeline was missing the date the goal was established.	The Head Start coordinator will address the concern with the community worker and provide training and technical assistance. The Head Start coordinator and Parent Education specialist will monitor staff progress. File reviews will occur once a month along with individual reflective meetings with the community worker.	Head Start coordinator Parent Education specialist	May 30, 2017	Conduct site file reviews Provide training with Community workers Review Child Plus documentation Review meeting sign in sheets Review reports	May 21, 2017

HEALTH /NUTRITION

HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
1302.42 c.d	Timely Health Follow-Up: For 4 centers, unable to determine if sufficient follow-up was conducted for missing health documents and health concerns. Timely Nutrition Follow-Up: At 5 centers there was insufficient follow-up conducted for high BMIs.	The senior administration clerk, nurse, and community workers will follow up on all referrals weekly. She will contact the parent weekly to identify the status of student referrals. All information will be documented in the Child Plus database. Notes will be printed and placed in the child's file at the site. The Child Plus data system is currently set up to track health and nutrition referrals. It identifies when follow up is to occur within a 30-day period. Case management will occur weekly to review follow up and provide necessary services to families. The coordinator will develop a policy for tracking follow-up and will train for staff on the procedure.	Nurse Senior admin. Clerk	May 30,2017	Child Plus documentation Meeting sign in sheets File review report	May 21,2017

EDUCATION

HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
E 25 1302.31, 1302.32	<p>Curriculum Reviewers were not able to determine how the teaching staff is incorporating each of the seven domains of the Head Start Early Learning Outcomes Framework (HSELOF) into their weekly lesson plans, or how the program's procedures are used to ensure that all domains are addressed in the lesson plans.</p> <p>For 4 of 7 centers reviewed, highlighting of lesson plan activities to identify curriculum components integrated into the lesson plan was inconsistent.</p>	A new lesson plan procedure and plan will be updated to include Head Start Early Learning Outcomes. Teachers will develop appropriate activities to address the HSELOF and will write on the lesson plan what area is being addressed. There will be a training on the new process to be implemented in June. Lesson plans will be reviewed weekly by the social services manager and the assistant coordinator of Education and Disabilities. Lesson plans are to be provided two weeks in advance.	Assistant coordinator Social services manager	June 21,2017 and ongoing	<p>Supervisors complete Monthly Classroom Paperwork Review report</p> <ul style="list-style-type: none"> • Lesson plan • Assessments • Individualization notes <p>Development on the updated Lesson Plan Policies</p> <p>Implementation of the new Lesson Plan</p>	June 1, 2017 and ongoing
E 31 , 32 1302.33	<p>Assessments/Observations: In one classroom 50% of files reviewed, the assessment and DRDP and observations were not available for review.</p> <p>Individualizing: For 27% (38 of 143) of files reviewed individualizing process was not fully implemented.</p>	Individualizations Notes will be reviewed by the supervisors weekly. Teachers will be provided with feedback. Training will be provided to teaching staff that need extra support.	Assistant coordinator Social services manager	June 21,2017 and ongoing	<p>Supervisors will complete Monthly Classroom Paperwork Review report</p> <ul style="list-style-type: none"> • Lesson plan • Assessments • Individualization notes <p>The report will be submitted to the coordinator monthly</p>	June 1, 2017 and ongoing
1302.33	<p>Screenings/Follow-Up: At Jackson Head Start unable to locate how screening concerns were addressed.</p>	Training and technical assistance will be provided to staff regarding the implementation and follow up for the Ages and Stages questionnaire developmental screening.	Assistant Coordinator Social services manager	June 21,2017 and ongoing	<p>Meeting sign in sheets</p> <p>File Review Reports</p>	June 1, 2017 and ongoing

ERSEA- Eligibility Recruitment Selection Enrollment and Attendance

HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
1302.15(a)	Under Enrollment: Under enrolled for month of December. The program was under enrolled by one child .CAP/Recruitment Plan submitted 1/12/17.	The Head Start coordinator will monitor enrollment weekly. Child Plus reports will be reviewed to identify vacancies. Concerns will be addressed with individual community workers to ensure that vacancies are filled within 30 days. Each site must maintain a waiting list. Recruitment efforts must be completed weekly and documented on the recruitment log. Monthly District-wide all calls to go out to the schools regarding open enrollment for the program.	Head Start coordinator	May 10, 2017	Child Plus reports 2006 and 2007 will be reviewed by the coordinator weekly Concerns will be addressed with the individual staff	May 10, 2017

Ongoing Monitoring

HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
Delegate Agency Contract MS-05 (OCHS SAPPP)	The corrective action plans to the grantee were not completed in a timely manner.	Monitoring findings will be reported to the coordinator and supervisors. Supervisors will be responsible for submitting corrective action plans two weeks prior to the due date. The coordinator will review the plans and make any necessary changes. She will submit the plans to the grantee via email. All areas will discuss with the coordinator reasons for noncompliance and make necessary changes to the system and address individual staff. The coordinator will address specialist, coordinators, and the nurse when corrective actions are not completed in a timely manner.	Head Start coordinator Nurse Parent Educations specialist Social Service manager Assistant coordinator of Education and Disabilities	May 10, 2017	Review all reports and meet with staff to address the corrective action plan Meeting notes will be reviewed. Calendar corrective-action plan due dates. Review plans and email to the grantee.	May 9, 2017

SAUSD HEAD START 2016-2017 CLASS Scores
Report #1 National Averages

Select Period:	1	8	# ofClasses:	8						+ / -		+ / -		+ / -	
Select Agency: Santa Ana				Santa Ana				Delegate Contract Requirements	National Averages	+ / -	Lowest 10%	+ / -	Region 9	+ / -	
DOMAINS Name / Score		DIMENSIONS Score / Name													
Emotional Support 6.0119		5.81	Positive Climate	5.81					5.97	-0.16					
		1.00	Negative Climate	1.00					1.06	-0.06					
		5.88	Teacher Sensitivity	5.88					5.86	0.02					
		5.36	Regard for Student Perspective	5.36					5.37	-0.01					
		Site Domain Scores			6.01				6.00	6.03	-0.02	5.66	0.36	6.20	-0.19
Classroom Organization 5.9048		6.02	Behavior Management	6.02					6.01	0.01					
		5.81	Productivity	5.81					6.12	-0.31					
		5.88	Instructional Learning Format	5.88					5.28	0.60					
		Site Domain Scores			5.90				6.00	5.80	0.10	5.27	0.63	5.87	0.03
Instruction Support 2.2063		1.93	Concept Development	1.93					2.44	-0.51					
		2.26	Quality of Feedback	2.26					2.84	-0.58					
		2.43	Language Modeling	2.43					3.35	-0.92					
		Site Domain Scores			2.21				3.00	2.88	-0.67	2.23	-0.02	3.15	-0.95

HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Agency Deficiency	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
Delegate Agency Contract 1304.11(c)	<p>CLASS (Classroom Assessment Scoring System) score is below the national average, below the lowest 10% in the nation, and below contract requirements: Instructional Support Score: 2.2063 (National Average Criteria Lowest 10%: 2.23)</p> <p><u>Noncompliance</u> Class score above the national average, but below the contract requirement: Classroom Organization: 5.90 Contract Score :6.0</p>	<ol style="list-style-type: none"> <u>Hire a social services manager to conduct CLASS reviews and mentor and coach teaching staff to increase scores.</u> <u>Develop system for the utilization of the CLASS tool in the Head Start classroom</u> <ul style="list-style-type: none"> Develop and implement a CLASS procedure and protocol Provide ongoing training and coaching to teaching staff Develop a needs assessment to identify training needs of staff Develop staff goals based on the needs assessment Complete CLASS assessments in the Fall and the Spring Develop reporting and monitoring protocols Align performance evaluation with the tool to ensure accountability <u>Develop a cadre of mentor coaches to support the classroom teachers to increase scores</u> <ul style="list-style-type: none"> Train lead teachers to be CLASS Reliable to assist with mentoring staff ELS to provide weekly mentor and coaching sessions ELS to provide monthly reports to the coordinator on staff development 	Assistant coordinator Social services manager Head Start coordinator	June 30, 2017 and ongoing	<p>Hire a social services manager (Requires Board and Policy Committee Approval)</p> <p>Development of CLASS polices and procedure</p> <p>Development of CLASS training plan</p> <p>CLASS Reliability Training for Lead teachers</p> <p>Fall and Spring CLASS assessments</p>	June 30, 2017 and Ongoing

HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Agency Deficiency	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
		<p>4. Training and Technical Assistance Training provided by the grantee includes the following:</p> <ul style="list-style-type: none"> • CLASS coding • Staff development <p>5. <u>Social Services Manager provides the following:</u></p> <ul style="list-style-type: none"> • Agency support in the development of systems • Developing a Mentor Coaching model • CLASS calibrations • Staff development • Coordinator attend the Region 1X Mentor Coaching Training 4/25-4/28 in Los Angeles, California 				

AGENDA ITEM BACKUP SHEET
May 9, 2017

BOARD MEETING

TITLE: **Approval of Pre-Approved Consultant List for Architectural Services for future District Projects**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to approve the Pre-approved Consultant List of firms for architectural services for future District projects. The Pre-approved Consultant List was last updated by the Board on June 9, 2015.

RATIONALE:

The updated Pre-approved Consultant List for architectural services will allow staff to request proposals from qualifying firms on the list to expedite and facilitate the competitive selection process for future projects. When the need for architectural services arises, a firm will be selected on a case-by-case basis, based on project-specific qualifications and competitive price.

To solicit proposals, a Request for Qualifications (RFQ) for architectural services was advertised, as legally required, in the *Orange County Register*. Additional outreach was performed to a listing of vendors interested in working with the District as well as via the Coalition for Adequate School Housing (CASH) weekly newsletter and California Association of School Business Official (CASBO) newsletter. Thirty-seven (37) architectural firms submitted proposals in response to the RFQ.

Two of the 37 proposals did not meet the RFQ deadline and were disqualified. Each of the remaining 35 proposals were reviewed and scored using an objective rubric requiring eighty percentage points (80%) or higher to be qualified for the second round review. The second round panel review was conducted by two District and two non-District panelists. Sixteen (16) firms were reviewed by the panelists. Firms with eighty-five percentage points (85%) or higher during the panel screening were invited to an in-person interview, there were six firms that achieved this score. The outcome of the evaluation results is listed below.

ITEM SUMMARY:

- Requests for Qualification (RFQ) were received on February 15, 2017.
- A vigorous 3-step vetting process was used to evaluate and select firms.
- Of the 37 responses, staff recommends the top five (5) be placed on the list of pre-approved architectural firms.
- Individual project contracts will be brought separately to the Board for approval.

Comprehensive Review:

Company	Initial Review	Panel Review
Baker Nowicki Design Studio	87%	90%
DLR Group	87%	98%
Ghataode Bannon	85%	88%
Lentz Morrissey Architecture	83%	85%
Ruhnau Ruhnau Clarke Architects	83%	93%
TBP / Architecture, Inc.	87%	85%

During the interview process, the firms were given a scenario to propose design solutions, and were vetted through a series of design questions. The interview panel consisted of two Facilities staff, a principal, and an external construction manager. Staff recommends the following top five (5) firms be included on the District's Pre-approved Consultant List for architectural services based on the outcome of the comprehensive objective initial review, panel screening, and in-person interviews. Consultant selection is in compliance with requirements within Board Policy No. 3311 and Board Policy No. 3312.

Recommended Firms:

Company
Baker Nowicki Design Studio
DLR Group
Ghataode Bannon
Lentz Morrissey Architecture
Ruhnau Ruhnau Clarke Architects

The amount of fees cannot be defined until the project and the scope of work has been finalized. The District will negotiate compensation with the architectural firms as provided for in Government Code Section 4526, and would be presented in the future to the Board for review and approval.

LCAP Goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.

FUNDING:

No impact to the General Fund.

RECOMMENDATION:

Approve the Pre-approved Consultant List for architectural services for future District projects.

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Authorization to Award a Contract for Bid Package No. 1 – Automobile Lifts at Valley High School

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package No. 1 – Automobile Lifts at Valley High School.

RATIONALE:

Legal advertisement of notice calling for bids was placed in the *Orange County Reporter* on March 3, and March 10, 2017. Three contractors requested plans. On March 30, 2017, staff received and opened bids, only one (1) bid was received. Due to the State time constraint to utilize these CTE funds, staff recommends award of this bid. Dalke & Sons Construction, Inc. represents the lowest responsive, responsible bidder. Dalke & Sons Construction, Inc. has contracted with the District for services previously.

ITEM SUMMARY:

- Bid Amount: \$237,480.00
- CTE funds must be encumbered by June 30, 2017.
- Contract Start: May 22, 2017
- Contract End: August 11, 2017
- Contractor selection is in compliance with Board Policy 3311(a) - Bids and Public Contract Code Sections 22030-22045.

Contractor:	Bid Amount:
Dalke & Sons Construction, Inc.	\$237,480.00

LCAP Goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.

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

FUNDING:

CTE Funds:	\$100,000.00
Cell Leases-Facilities Funds:	<u>\$137,480.00</u>
Total:	\$237,480.00

RECOMMENDATION:

Authorize staff to award a contract to Dalke & Sons Construction, Inc. for Bid Package No. 1 – Automobile Lifts at Valley High School.



SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

Project: Valley High School Automobile Lifts
Bid Package: #1
DSA A#: 04-115295

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT, dated the 10th day of May, 2017, is entered into by and between SANTA ANA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "District"), and Dalke & Sons Construction, Inc. (hereinafter referred to as the "Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

1. The Contract Documents:

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:
 - (i) District-approved modifications, beginning with the most recent (if any);
 - (ii) Agreement;
 - (iii) Special Conditions (if any);
 - (iv) Supplemental Conditions (if any);
 - (v) General Conditions;
 - (vi) Remaining Division 0 documents (Documents beginning with "00");
 - (vii) Division 1 Documents (Specifications – General Conditions; Documents beginning with "01");
 - (viii) Division 2 through Division 32 documents (Technical Specifications);
 - (ix) Figured dimensions;
 - (x) Large-scale drawings;
 - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

2. **Contractor's Performance of Work:** The Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction for that certain project identified by the District as Valley High School Automobile Lifts, Bid Package: #1, DSA A#: 04-115295. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the "Plans and Specifications" (as defined in the Instruction to Bidders) and all provisions of the complete contract. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the architect, engineer, and/or inspector assigned to the Project by the District (the "Architect", "Engineer" and "Inspector", respectively), or by the California Department of General Services' Division of the State Architect ("DSA"), or by any representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the District within three (3) "Business Days" (defined as days on which the District is opened for business) of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.
3. **Compensation to Contractor:** The District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, and subject to any additions or deductions as provided in the Project Documents, the sum two hundred thirty-seven thousand four hundred eighty dollars and zero cents (\$237,480.00).
4. **Commencement and Completion of Work:** The work required to be performed by the Contractor under this Agreement shall start no later than the specified commencement date listed in the "Notice to Proceed" and shall be completed no later than September 11, 2017.
5. **Liquidated Damages:** Time is of the essence. The Contractor acknowledges that the District will suffer damage if (a) the Contractor fails to complete (or cause its subcontractors to complete) any of the construction milestones identified in any approved Construction Schedule (as that term is defined in the General Conditions) by the deadline dates identified for such completion in the Construction Schedule (including without limitation any construction milestones or deadline dates contained in any submittal schedule, procurement schedule, commissioning schedule or close-out schedule), or (b) the work required of the Contractor under this Agreement is not completed by the time specified herein above. Since it is impractical and infeasible to determine the amount of actual damage, the parties hereto agree that in accordance with Government Code Section 53069.85, the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of: **One Thousand Five Hundred Dollars (\$1,500.00)** for each consecutive calendar day of delay, from and including the date on which the delay began, through and including the day on which the delay ceased (and including all intervening

weekend days and holidays), until the work that is the subject of the delay is completed and accepted. This amount shall be deducted from any payments due to or to become due to the Contractor. The Contractor and the Contractor's surety shall be liable for the amount thereof. Time extensions may be granted by the District as provided in Article 14 of the General Conditions.

6. **Default by Contractor:** If the Contractor fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, or fails to comply with any of the Project Documents, then the District's Board of Education, the District's Superintendent, or any designee of the Superintendent may deliver a written notice to the Contractor demanding that the Contractor cure such failure. If such failure is not cured within the time frame indicated in that notice and as indicated in the Project Documents, then the Contractor shall automatically be deemed to be in default of this Agreement without further notice from the District. Without limiting any other remedy available to the District pursuant to the Project Documents and/or applicable law, such default shall entitle the District to (a) exclude the Contractor from the Project premises (or any portion thereof in the District's discretion), (b) take possession of said premises (or portion thereof), together with all material and equipment thereon, and/or (c) complete all or any portion of the work contemplated by this Agreement, either by (i) furnishing the tools, equipment, labor or material necessary, or (ii) letting the unfinished portion of said work (or the portion taken over by the District) to another contractor, or (iii) a combination of those methods. The cost to the District of exercising any such remedy shall be a charge against the Contractor; the Contractor agrees to pay all such costs to the District upon the District's demand, and agrees that the District shall also have the right to deduct any or all such costs from any money due or becoming due to the Contractor from the District under this Agreement or any other agreement. Any surety executing any bond included among the Project Documents or otherwise agreeing to perform the Contractor's obligations under this Agreement shall also be liable for payment of said costs incurred by the District in connection with the exercise of the remedies described above, if the Contractor fails to pay those costs as required hereby.
7. **Indemnification, Defense and Hold Harmless:** The Contractor shall indemnify, defend, and hold harmless the District, the Architect, the District's owner's representative assigned to the Project by the District, the District's project manager assigned to the Project, and the District's construction manager assigned to the Project, and each of their respective shareholders, governing board members, directors, officers, partners, members, managers, agents, employees, engineers, contractors, subcontractors, volunteers, or consultants (the "Indemnified Parties") from and against any and all actions, agreements, attorneys' fees, causes of action, claims, contracts, costs, covenants, damages, debts, demands, expenses, judgments, lawsuits, liabilities, liens, losses, obligations, orders, and rights of whatever kind or nature in law, equity or otherwise, which arise out of or are in any way connected with the bidder's (or any of its subcontractors', its consultants' or its independent contractors') performance of work under this Agreement (or any subcontract there under) or otherwise in connection with the Project, (collectively, the "Claims"), save and except such Claims that are determined by a court of competent jurisdiction to have arisen from the active negligence or willful misconduct of an Indemnified Party. Without limiting the generality of

the foregoing, the Contractor will indemnify, defend and hold harmless the Indemnified Parties against Claims arising from or in any way connected to:

- a. The negligence or willful misconduct of the Contractor or its shareholders, directors, officers, partners, members, managers, agents, employees, engineers, consultants, contractors, or subcontractors;
 - b. The death of or bodily injury to any person, regardless of whether that death or injury occurs at the Project site or on or off of any other District property;
 - c. Injury to property, loss of property, or theft of property, regardless of whether that injury, loss or theft occurs at the Project site or on or off of any other District property; or
 - d. Any other loss, damage or expense sustained by the Contractor.
 - e. The Contractor – at it's own expense, cost, and risk – shall defend at the District's request any and all Claims that may be brought or instituted against any of the Indemnified Parties, and shall pay or satisfy any judgment that may be rendered against any of the Indemnified Parties in any action, suit or other proceedings as a result thereof.
8. **Insurance:** The Contractor shall, at its expense, purchase and keep in force throughout the term of this Agreement, policies of insurance which are issued by insurers meeting the qualifications established by Section 13 of the General Conditions and Document 00 43 20 Certificate of Insurance. Those policies shall provide the types of insurance required by Contract Documents. The Contractor and its insurer shall provide a completed Certificate of Insurance in the form attached as Document 00 43 20 – Certificate of Insurance, and not an insurance company form.
9. **Escrow Agreement:** Substitution of Securities for Moneys Withheld, or Payment to Escrow Holder of Retentions, Pursuant to Public Contract Code § 22300. Pursuant to Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount of any monies withheld by the District to ensure the Contractor's performance under this Agreement shall be done in compliance with in the form of the Escrow Agreement for Security Deposits in Lieu of Retention – Document 00 54 55.
10. **Additional Requirements if Project Involves Trenches or Excavations:** Pursuant to Public Contract Code Section 7104, if the Project involves digging trenches or other excavations that extend deeper than five (5) feet below the surface, then the provisions of Section 12 of the General Conditions apply to this Agreement and are hereby incorporated herein by reference.
11. **Resolution of Construction Claims:** Public Contract Code Section 20104(c) requires that the provisions of Public Contract Code Sections 20104 through 20104.6, or a summary thereof, "be set forth in the plans and specifications for any work which may give rise to a claim under" those Code Sections. Such a summary is set forth at Article 19 of the General Conditions and is hereby deemed also to be set forth in its entirety in the Plans and Specifications.

12. **Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Stipulation Regarding Working Hours:** Pursuant to Labor Code Section 1813, the Contractor hereby stipulates to the matters set forth in Section 26 of the General Conditions.
14. **Stipulation Regarding Apprentices:** Pursuant to Labor Code Section 1777.5(n), the Contractor hereby stipulates to the matters set forth in Section 26 of the General Conditions.
15. **Assignment of Rights:** In entering into this Agreement, the Contractor offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) to assign to the District all rights, title and interest in and to all causes of action the Contractor may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Contractor for sale to the District pursuant to this Agreement. Such assignment shall be made and become effective at the time the District tenders final payment under this Agreement, without further acknowledgement by the Contractor or the District.
16. **Examination and Audit by State Auditor:** Pursuant to Government Code Section 8546.7, the District and the Contractor are each subject to the examination and audit of the State Auditor, at the District's request or as part of any audit of the District, for a period of three (3) years after final payment under this Agreement.
17. **Authority to Execute and Perform Agreement:** If the Contractor is a corporation, partnership, limited liability company or other legal entity, the persons signing this Agreement on the Contractor's behalf hereby represent and warrant that (a) the Contractor is duly formed and in good standing in the state in which it was formed, (b) the Contractor is authorized to do business in California, and (c) the person signing this Agreement on the Contractor's behalf is authorized by the Contractor to act for and bind the Contractor to this Agreement and to obligate the Contractor to perform pursuant to the terms of this Agreement and the other Project Documents.
18. **Incorporation of Provisions Required by Law:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

19. **Entire Agreement:** The "complete contract" (that is, this Agreement and the other Project Documents) constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement and the other Project Documents can be modified only by an amendment in writing, signed by both parties and pursuant to action of the District's Board of Education.
20. **Change Orders:** The District represents to the Contractor that the resolution adopted by the District's Board of Education to approve the District's entry into this Agreement specifically authorizes the District's Associate Superintendent of Business Services, or his designee, to approve change orders under Section 17 of the General Conditions.
21. **"Days" Means Calendar Day:** All references to "Business Days" in any of the Project Documents is defined as days on which the District is opened for business. All other references to "days" in the Project Documents shall mean calendar days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"Contractor"

"District"

Santa Ana Unified School District, a political subdivision of the State of California

By: 

By: _____

Name: Barry Dalke

Name: Orin L. Williams

Title: Vice President

Title: Assistant Superintendent

Facilities and Governmental Relations

Date: May 3, 2017

Date: _____

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

Attest:

By: _____

Name: Tina Douglas

Title: Assistant Superintendent

Business Services

Date: _____



DALKE & SONS CONSTRUCTION, INC.

Corporation Certificate

State of California)

)

County of Riverside)

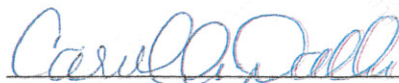
I HEREBY CERTIFY that during a meeting of the Board of Directors of **Dalke & Sons Construction, Inc.** a corporation existing under the Laws of the State of California, held on June 23, 1994, the following resolution was duly passed and adopted:

"Resolved, that **Barry Dalke, Troy Dalke, Todd Dalke, Calvin Dalke Jr.** as **Vice President** of the corporation, be and is hereby authorized to execute all Bid and Contract documents for this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 23rd , day of June, 1994.


Calvin R. Dalke, President


Carol A. Dalke, Secretary

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Authorization to Reject all Bids for Bid Package No. 1 – District Office Kitchen and Villa Intermediate School Kitchen

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

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

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation to reject all bids for Bid Package No. 1 – District Office Kitchen and Villa Intermediate School Kitchen.

RATIONALE:

Legal advertisement of notice calling for bids was placed in the *Orange County Register* on March 3 and March 10, 2017. Staff recommends rejecting all bids since the District only received one bid which also exceeded by nearly two times the project estimate amount.

ITEM SUMMARY:

- The District only received one bid.
- The bids received exceeded the project budget by nearly two times.
- Rejection of bids is in compliance with Board Policy Bids 3311(a) and Public Contract Code Section 20111(b).

Project Site	Bid Package	Description
District Office and Villa IS	BP No. 1	District Office Kitchen and Villa Intermediate School Kitchen

LCAP Goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.

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

FUNDING:

No impact to the General Fund.

RECOMMENDATION:

Authorize staff to reject all bids for Bid Package No. 1 – District Office Kitchen and Villa Intermediate School Kitchen.

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Authorization to Award a Contract to Balfour Beatty Construction for Construction Management Services for Administrative Buildings A and A-1 with Associated Site Work at the Mitchell Child Development Center – Phase 3 (Final Phase)

ITEM: Action

SUBMITTED BY: Orin Williams, Assistant Superintendent, Facilities and Governmental Relations

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

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval to award a contract to Balfour Beatty Construction (BBC) for construction management services for administrative buildings A and A-1 with associated site work at the Mitchell Child Development Center - Phase 3 (Final Phase). The Board approved on April 18, 2017, the Mitchell Phase III project which included “soft costs” related to the oversight of the project.

ITEM SUMMARY:

- Construction management services for the Mitchell Child Development Center – Phase 3 (Final phase).
- This cost is included within the previously approved project budget.
- Contract award for \$503,007.00, which is attached.

RATIONALE:

This cost for construction management services is included in the previously approved project budget. The Facilities Department previously solicited Requests for Qualifications (RFQ) for construction management firms, from which the Board approved a short list of six firms. The District previously used BBC as the construction manager for the first two phases, and as such staff recommend this same firm for the Phase 3 (final phase) project at Mitchell Child Development Center. Using BBC will allow the management and oversight of the construction team to be consistent throughout the remainder of the project.

Construction Manager	Cost Proposal
Balfour Beatty Construction (BBC)	\$503,007.00

Attached for the Board’s review and consideration is the BBC Management Agreement.

LCAP Goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.

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

FUNDING:

State Emergency Repair Program (ERP) Fund 40: \$503,007.00

RECOMMENDATION:

Authorize staff to award a contract to Balfour Beatty Construction for construction management services for Administrative Buildings A and A-1 with Associated Site Work at the Mitchell Child Development Center – Phase 3 (Final Phase).

SANTA ANA UNIFIED SCHOOL DISTRICT CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This Construction Management Services Agreement ("Agreement") is made and entered into this **10th day of May 2017** by and between Santa Ana Unified School District (hereinafter "District") and **Balfour Beatty Construction**, (hereinafter referred to as "Construction Manager") for construction management services relating to the following project(s) (the "Project"): **Mitchell Child Development Center, Phase III – Administrative Buildings A and A-1 with Associated Site Work.**

ARTICLE 1 CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

Construction Manager shall provide professional services necessary for completing the following:

A. BASIC SERVICES

1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
2. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
3. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
5. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the Site Committee meetings, and of construction meetings during the course of the projects. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it

generates.

7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
8. At the request of the District, develop a Management Information System to assist in establishing communications between the District, Construction Manager, design professional(s), contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
10. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Budget and other Project costs shall be adjusted as indicated in the Agreement.
11. Provide and maintain a management team on the Project sites.
12. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
13. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
14. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.
15. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
16. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

17. Construction Manager is not responsible for:

- a. Ground contamination or hazardous material analysis.
- b. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
- c. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.
- d. Historical significance report.
- e. Soils investigation.
- f. Geotechnical hazard report.
- g. Topographic survey, including utility locating services.
- h. Other items specifically designated as the District's responsibilities under this Agreement.
- i. As-built documentation from previous construction projects.

18. **General Program Services**

- a. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's Program. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its design professional(s).
- b. **Scheduling:** Prepare methods to track and report on schedule status for each project and for the overall Program. Construction Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.
- c. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. Construction Manager shall generate monthly reports to the District reflecting this information.
- d. **Communications to Board:** The Construction Manager may be required to attend each monthly meeting of the District's Board of Education, and to provide updates at each meeting.

1.1 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating, monitoring, and managing the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.1.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractor and shall serve to orient the contractor to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractor and forward such documents after approval by the Construction Manager to the District.

1.1.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contracts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the Contract Documents and this Agreement and within the Project Budget. The Construction Manager shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.1.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's labor compliance provider with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.1.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.1.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.1.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractor(s) in the performance of their Contracts, and shall not be responsible for the failure of any Contractor(s) to carry out Work in accordance with the Contract Documents.

The Construction Manager shall ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so

conform, Construction Manager will take appropriate measures to secure compliance, subject to District approval.

The Construction Manager shall ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.

1.1.7 Non-Conforming Work. The Construction Manager shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.1.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.1.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience.

1.1.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.1.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance or bonds submitted.

1.1.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and if required by District, prepare and develop cash flow reports and forecasts as needed. All changes will comply with the OPSC requirements to ensure that all costs associated with the changes will be covered and paid for by the State Grant Program. The District may elect to add Changes to the Scope of Work that are not part of the program but paid for by the District.

The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.1.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.1.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis:

- (a) a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings;
- (b) product data;
- (c) samples;
- (d) submittals;
- (e) purchases;
- (f) materials;
- (g) equipment;
- (h) applicable handbooks;
- (i) Titles 21 and 24 of the California Code of Regulations;
- (j) the California Uniform Building Code;
- (k) maintenance and operating manuals and instructions;
- (l) other related documents and revisions which arise out of the Contracts.

The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

The Construction Manager shall implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.

Construction Manager shall also assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.

1.1.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.1.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.1.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.1.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.1.19 Contractor Claims. If the District wishes to receive assistance from the Construction Manager for any claim related to the Project, the District shall provide to the Construction Manager copies of all notices of claims by Contractors against the District for any

alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within fourteen (14) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and may be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager may invoice at the rates indicated herein for its activities, as directed by the District, for its reasonable efforts related to claims pursuant to this Paragraph, after completion of the Project as defined in Paragraph 1.3 of this Agreement.

1.1.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by all parties for the Project for which Verified Reports are required.

1.1.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain from Contractors, the Architect, or manufacturers, as required, all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.1.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall assist the Architect in preparing a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections. The Construction Manager shall verify work completed to ensure satisfactory completion by said contractor(s) of the punch list items.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.1.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.1.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.1.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.1.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records. All Accounting Records will comply with OPSC Audit requirements.

1.1.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.1.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.1.29 Project Completion

- (a) The Construction Manager shall observe, with District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s), ensure District of compliance with applicable provisions of the contract(s)), that all work has been performed and accepted, and that all systems are complete and operative.
- (b) At the punch list phase of the Project or designated portions thereof, the Construction Manager shall, in consultation with the Architect(s) and PI, ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractors' performance and completion of punch list work. The Construction Manager shall review, with the Architect(s) and District, the

completed punch list work. The Construction Manager shall ensure, with input of Architect(s), that the completed punch list work complies with applicable provisions of the Construction contract(s).

- (c) The Construction Manager shall determine, with the Architect(s) and District, when the Project or designated portions thereof are complete.
- (d) The Construction Manager shall conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify District of final completion.
- (e) The Construction Manager shall consult with the Architect(s), PI and the District and shall determine when the Project and the contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.
- (f) Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.1.30 Final Documents

The Construction Manager shall review and monitor all as built drawings, maintenance and operations manuals, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

1.1.31 Warranty

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

1.2 TIME.

1.2.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.2.2 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance under the contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

ARTICLE 2

THE DISTRICT'S RESPONSIBILITIES

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 The District shall designate a representative to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.3 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Paragraphs 2.1 through 2.3, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within five (5) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The

terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

2.9 The District shall provide all costs such as, printing and distribution (UPS, FedEx, US Mail, etc) of all construction documents, as well as any on site security that is not included in the contractor(s) contract, necessary through the duration of the project.

ARTICLE 3

CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget. All budgets will be in compliance with State funds available, if applicable.

The Construction Manager shall have the responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect and District throughout the preconstruction phase and during construction.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

ARTICLE 4
BASIS OF COMPENSATION AND PAYMENT

District shall compensate Construction Manager for the services required hereunder, as follows:

4.1 BASIC COMPENSATION FEE

4.1.1 The Construction Manager's total compensation for providing the Construction Management Services described in Article I shall be the following:

An amount equal to Five Hundred Three Thousand Seven Dollars (\$503,007)

4.1.2 Construction Manager shall bill its work under this Agreement on a monthly time and materials basis in accordance with this Agreement.

4.1.3 No increase in fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.

4.1.4 The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof, as including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables.

4.2 GENERAL CONDITIONS COSTS

4.2.1 All General Conditions costs shall be included in the basic compensation fee. No further compensation shall be paid to the Construction Manager for costs related to General Conditions unless otherwise approved by the District in writing.

4.3 PAYMENT

4.3.1 BASIC COMPENSATION PAYMENT

4.3.1.1 Invoicing.

4.3.1.1.1 The Construction Manager shall invoice the Owner monthly for services performed in the previous month.

4.3.1.1.2 Project Retention. At a minimum, the District will hold five percent (5%) of the Construction Managers total compensation as retention until DSA has provided final approval of the Project.

4.3.2 GENERAL CONDITIONS PAYMENT

N/A

4.3.3 PAYMENT OF INVOICES.

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

4.4 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager.

ARTICLE 5 **GENERAL CONDITIONS**

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. Construction Manager shall be compensated for General Conditions Costs as set forth in Articles 4.1.1, 4.2 and 4.3.2.

The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

ARTICLE 6 **TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

The District may give seven (7) days written notice to Construction Manager of District's intent to suspend or terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure to the District's

satisfaction the performance as set forth in the District's notice of intent to suspend or terminate the Construction Manager's services, District may issue a notice of termination or suspension. At that time, Construction Manager's services shall be suspended or terminated as set forth in District's notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager and without cause following fourteen (14) days prior written notice from District to Construction Manager.

6.2 CONTINUANCE OF WORK.

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, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager'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.

6.3 ABANDONMENT OF A PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

6.5 DELIVERY OF DOCUMENTS.

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project no later than three (3) business days following termination, abandonment, or suspension.

ARTICLE 7 INDEMNIFICATION

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) Liability for damages for (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 Construction Manager, or the District, or any person, firm or corporation employed by the Construction Manager 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 contractors who are directly employed by the District;

(c) Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, 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.

The Construction Manager at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings 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 and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 8 SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9

APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any state funding for the Project from the SAB, this Agreement shall also be governed by any applicable laws and/or regulations relating to such state funding from the SAB ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10

CONSTRUCTION MANAGER NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

ARTICLE 11

INSURANCE

11.1 The Construction Manager 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 Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a 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:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

(b) Comprehensive 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. To the extent that the Construction Manager maintains a professional license pursuant to which it performs any of the Construction Management Services described herein, the Construction Manager shall carry professional liability insurance, including contractual liability, with limits of Two Million dollars (\$2,000,000) per claim and/or aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 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 Construction Manager hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager 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 an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

ARTICLE 12

CONSTRUCTION MANAGEMENT PERSONNEL

12.1 The Construction Manager shall provide the District with a written list of all personnel performing services on the Project to be approved in writing by the District.

12.2 The Construction Manager designates _____ as the Construction Manager's Senior Project Manager who will provide and perform Construction Management Services during the construction of the Project. Construction Manager shall provide all other necessary Construction Management personnel to complete the Project, in accordance with this Agreement, at the Fixed Fee indicated in Article 4.1.1.

12.3 No person named in paragraph 12.2 of this Article, or his/her successor approved by the District, including personnel in paragraph 12.1 shall be removed or replaced by the Construction Manager, nor shall his/her agreed-function or level of commitment hereinabove be changed, without the prior written consent of the District.

12.4 District may, at its sole discretion, request removal or replacement of personnel that are deemed not suitable for the Project.

12.5 Pursuant to Education Code section 45125.2, District has determined on the basis of scope of work in this Agreement of this Project, that Construction Manager and its subcontractors and employees will have only limited contact with pupils at most. Construction Manager shall promptly notify District in writing of any facts or circumstances which might

reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d). In addition, Construction Manager shall verify that **all** of its employees, its sub consultants, and the employees of its sub consultants are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

ARTICLE 13
EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager


The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:

DISTRICT:

Balfour Beatty Construction

Santa Ana Unified School District

By: 

Brian Cahill
President, California Division

By: _____
Orin Williams
Assistant Superintendent
Facilities & Governmental Relations

Attest:

By: _____
Tina Douglas
Assistant Superintendent
Business Services

AGENDA ITEM BACK UP SHEET
May 9, 2017

Board Meeting

TITLE: Authorization to Award a Contract to Ghataode Bannon Architects to Provide Architectural Services for the Advanced Learning Academy Expansion

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 approval to award a contract to Ghataode Bannon Architects (GBA) to design improvements that are necessary to bifurcate the former Remington Elementary School campus to accommodate the new Advanced Learning Academy (ALA) expansion and Santa Ana College Adult Education Program.

RATIONALE:

In accordance with the Rancho Santiago Community College District (RSCCD) lease agreement which was approved by the Board on February 15, 2017, additional facilities improvements are needed to bifurcate the campus and accommodate the new ALA expansion and Santa Ana College program. Improvements to the campus include fencing to separate the campus, placement of portable buildings, installation of a lunch shelter, and expansion of the parking lot by a least ten parking stalls. A portion of the improvements directly related to the above referenced scope of work for the campus will be paid for by RSCCD via reimbursement to the District.

The facilities improvements require architectural plans and approval by the Division of the State Architect (DSA). GBA recently designed the new classroom building and has extensive knowledge of the site infrastructure. Staff recommends approval to award a contract to GBA for the necessary site improvements.

LCAP Goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.

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

ITEM SUMMARY:

- Award a contract to Ghataode Bannon Architects
- Design improvements associated with RSCCD and ALA expansion needs.
- Work done on behalf of RSCCD in the amount of \$22,750.00 will be reimbursed by RSCCD.
- Total contract amount: Not to exceed \$128,250.00
- Work required for DSA approval

FUNDING:

2016 Lease Purchase Fund 40: Not to exceed	\$128,250.00
Reimbursement from RSCCD:	<u>(\$22,750.00)</u>
Net District total:	\$105,500.00

RECOMMENDATION:

Authorize staff to award a contract to Ghataode Bannon Architects to provide architectural services for the Advanced Learning Academy expansion.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 10th day of May in the year 2017 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Ghataode Bannon Architects, LLP, 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 at the Advanced Learning Academy Expansion and Santa Ana Community College Remington Campus, North Courtyard Area project, hereinafter referred to as "PROJECT," located at various sites in the DISTRICT; and

WHEREAS, ARCHITECT understands that OPSC funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If OPSC funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to written authorization by the DISTRICT's Board before such services are performed; 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

1. 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.

2. 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 forth 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.

3. 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 July 30, 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 or off the PROJECT site and which are required for the PROJECT.

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 a 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.

12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.

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, 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 investigate 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 existing conditions and facilities.

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.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. 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)

a. 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, 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.

c. The ARCHITECT shall provide technical direction to a full-time 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.

e. The ARCHITECT shall provide general administration of the 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.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any 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.

l. 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 and inspections 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.

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 inspect 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. The ARCHITECT shall prepare and maintain throughout the project all as-built conditions 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.

- (i) Full-size set of plans
- (ii) CADD, Revit, or other format agreed to by the DISTRICT

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 Exhibit "B". The hourly rates set forth on Exhibit "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.

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.

ARTICLE V - COST OF CONSTRUCTION

1. 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.

2. 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.

3. 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.

4. 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.

5. 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:

- a. The DISTRICT may give written approval of an increase of such fixed 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.

2. 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

1. 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.

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. 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:

1. 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.

2. Payment to the ARCHITECT will be as set forth on Attachment "A".

3. 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

1. 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:

a. 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.

2. 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. Workers Compensation and Employers Liability. 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. General Liability. 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. Professional Liability. 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:

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. Valuable Document Insurance. 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 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.

ARCHITECT:

DISTRICT:

Ghataode Bannon Architects, LLP

Santa Ana Unified School District

By:

David M. Bannon

By:

Partner

4.21.17

ATTACHMENT “A”

ARCHITECT’S FEE SCHEDULE

Architect Fee	\$121,500
Reimbursables	<u>\$6,750</u>
Total Fee	\$128,250

ATTACHMENT “B”

SCOPE OF WORK

Santa Ana Community College Remington Campus, North Courtyard Area project:

The scope of work for this project is as follows:

- Review the safe dispersal requirements due to separating the site into the two components; Santa Ana Community College and the Advanced Learning Academy.
- Re-design the area north of Building A as a paved courtyard. Paving shall be designed to slope less than 2% in all directions as required by the California Building Code. Paving shall be designed in consideration of a possible connection to the OC Register parking lot to the north.
- Address storm water ponding in this area. Possible solutions include adding drywells, re-grading and paving the area to sheet flow storm water to the south or adding a sump and pumping water to the south.
- Provide exterior lights on Building A to light this area.

The following items are assumed for this project:

- Modifications to the 8' tall CMU block wall to the north, fencing and/or a ramp down to the OC Register parking lot are not a part of this project. Re-design of the OC Register parking lot and site access issues are not a part of this project.
- This project does not require DSA, local fire authority or City of Santa Ana approval.
- The services of a civil engineer and electrical engineer are required for this project.
- The services of landscape architect, structural, mechanical and plumbing engineers are not required for this project.
- The District shall provide a recent topographic survey of this area. Survey services are available from Salazar Surveying for \$2,750 as a reimbursable expense.

Advanced Learning Academy Expansion project:

Phase 1

- Shade Shelter(s)
 - o Place one (1) or two (2) CBC 201 3 PC approved, free standing, shade structure(s).
 - o Secure local fire authority approval. The design of an additional fire hydrant, fire sprinklers or connection to existing fire service is not a part of this proposal, but is available as an additional expense if required.
 - o Secure DSA over-the-counter approval.
 - o Design of associated lighting or wireless access points is not a part of this proposal, but is available as an additional expense.
- Relocatable Classroom Building
 - o Place one (1) 24' x 40' relocatable building w/ one (1) accessible ramp based on stockpile A# 04-103044.
 - o Show sewer, water, power, low voltage and fire alarm connections to the proposed relocatable building assuming these systems are available in close proximity and are operational in their current form without significant alteration. Downstream POCs or low voltage system head end modifications are not a part of this approval, but are available as an additional expense.
 - o Secure local fire authority approval.
 - o Secure DSA over the counter approval assuming the manufacturer's drawings PC approved drawings are available.
- Convert the Relocatable Classroom Building to an Administration Building
 - o Design two (2) offices, a unisex restroom and nurse's office with sink. Provide an additional exterior opening and PC ramp from stockpile A# 04-103044. Provide for new interior finishes, HVAC, plumbing, lighting, power and low voltage.
 - o The services of a mechanical, plumbing and electrical engineer are required. The service of a structural engineer is not required.
 - o Secure DSA over-the-counter approval.
- Design a Sewer Connection to McClay Street and Obtain City Permit

- Design Glass Demising Walls in the new P2P Building in Three (3) Locations
 - o Design shall match window frame profiles and details from the P2P exterior hollow metal window system.
 - o The services of a structural engineer and electrical engineer are required.
 - o DSA approval is not required.

Phase 2

- South Parking Lot and Covered Entry Demolition
 - o Design plans for the demolition of the covered walkway at the southeast corner of Building A. The re- design includes paving, seat walls, fencing and gates. The design does not include a new entry structure or moving the existing fire sprinkler riser. The design for moving the fire sprinkler shall be on a time and materials basis if it is required.
 - o Parking lot expansion in the grass area along 4th Street including parking lot lighting design.
 - o The service of a civil engineer for precise grading is required. The design of BMP's, WQMP's or SWPPP is not included, but available as an additional expense if required. The service of an electrical engineer is required. The services of a surveyor, structural, mechanical and plumbing are not required.
 - o Secure local fire authority approval.
 - o DSA over-the-counter approval is required.
- Place (1) 12x40 RR portable and (4) 24x40 classroom portables
 - o Show sewer, water, power, low voltage and fire alarm connections to the proposed relocatable buildings assuming these systems are available in close proximity and are operational in their current form without significant alteration. Downstream POCs or low voltage system head end modifications are not a part of this approval, but are available as an additional expense.
 - o Secure local fire authority approval.
 - o Secure DSA over the counter approval assuming the manufacturer's drawings PC approved drawings are available.

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Board Policy (BP) 3461 – Debt Management (New: For Adoption)

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Tina Douglas, Assistant Superintendent, Business Services

BACKGROUND INFORMATION:

Effective January 1, 2017, per Senate Bill 1029, the district must adopt a board policy regarding the use of debt. The District does not currently have a Board Policy in place that provides guidelines on the issuance of debt, management of the debt portfolio, and adherence to relevant laws and regulations.

ITEM SUMMARY:

- Board Policy (BP) 3461 – Debt Management (New: For Adoption) is a new requirement for districts.
- Effective January 1, 2017, per Senate Bill 1029, the district must adopt a board policy prior to the issuance of debt.

RATIONALE:

The purpose of this agenda item is to present for adoption a new Board Policy (BP) 3461 – Debt Management. The first reading took place at the April 18, 2017, Board meeting and is now being presented to the Board for adoption.

This agenda item is the result of Senate Bill 1029, that requires districts to have a debt policy in place prior to issuing debt, and to ensure any new issuance of debt conforms to the policy. The District has taken the Fiscal Crisis & Management Assistance Team (FCMAT) Debt Management Policy's as its model.

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 (BP) 3461 – Debt Management.



Santa Ana Unified School District

BOARD POLICY NO: 3461

SUBJECT: Debt Management Policy

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 5/9/2017

RESPONSIBLE OFFICE(S): Business Services

REVIEWED: 4/18/2017

SCOPE:

The District recognizes that the foundation of a well-managed debt program is a comprehensive debt policy that guides the issuance of debt, management of the debt portfolio, and adherence to relevant laws and regulations.

The purpose of this policy is to improve the quality of decisions, articulate policy goals, provide guidelines for the structure of debt issuance, and demonstrate a commitment to long-term capital and financial planning.

POLICY:

Short-Term Operating Debt Policy

The expenditures associated with the District's day-to-day operations will be covered by current revenues. However, the District may experience temporary cash shortages because it does not receive its revenues in equal installments each month, yet the largest operating expenditures occur regularly in equal amounts. To finance these temporary cash shortfalls, the District may incur short-term operating debt, typically in the form of temporary transfers from the county treasury or county superintendent of schools, or tax and revenue anticipation notes (TRANS). The District will base the amount of the short-term operating debt on cash flow projections for the fiscal year and will comply with applicable federal and state regulations. The District will pledge operating revenues to repay the short-term debt in one year or less. The District will minimize the cost of the short-term borrowing to the greatest extent possible. As allowed by Education Code Section 42603, the District should first consider using interfund transfers before pursuing external borrowing.

Long-Term Capital Debt Policy

The following will apply to the issuance of long-term debt:

1. The District will not use long-term obligations for operating purposes.
2. The term of the long-term obligations will not exceed the useful life of the projects financed.
3. The District will strive to minimize increases in debt service from year to year.
4. When any long-term debt is issued, the governing board will make findings as to the repayment source(s) and the sufficiency of the repayment source(s) until the debt is fully repaid.

Internal Interim Financing

When sufficient funds are available, per Education Code section 42603, the District will consider appropriating them to provide interim financing until long-term financing can be completed, usually within the fiscal year. When the long-term debt obligation is subsequently issued, the funds will be repaid. Use of this strategy requires specific advance notification to the governing board.



Santa Ana Unified School District

BOARD POLICY NO: 3461

SUBJECT: Debt Management Policy

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 5/9/2017

RESPONSIBLE OFFICE(S): Business Services

REVIEWED: 4/18/2017

Responsibilities of the Chief Business Official

The chief business official will have the primary responsibility for developing financing recommendations and ensuring implementation of the debt policy.

1. The chief business official will review the operating cash flow monthly to determine the need for internal borrowing to maintain progress on the capital improvement program.
2. The chief business official will review the District's capital improvement program at least annually, including the need for financing to maintain the progress on the capital improvement program. This review will be presented to the school board annually. Best practice is to do so in documented form either as part of the adopted budget or in the District's *Management, Discussion and Analysis* prepared for the annual audit report.
3. Because issuing debt is a periodic endeavor and the capital markets constantly change, at least 30 days prior to consideration of any financing the chief business official will review all current GFOA best practices, advisories and guidance documents (found at GFOA.org) and identify to the governing board those relevant to the current capital improvement program and/or operating cash flow needs. This will be done before any governing board action item on the topic of financing.
4. The chief business official will supervise all details of financing endeavors, including a careful review of the documents (e.g., contracts, resolutions, agreements, financial tables).
5. The chief business official will administer the investment of debt proceeds, with the advice of the county treasurer.
6. The chief business official will oversee the expenditure of the debt proceeds and ensure that the debt payments are made on time.
7. The chief business official will ensure that any initial and periodic reporting needed – such as to investors, credit rating agencies, trustees, federal (e.g., the Internal Revenue Service, the Securities and Exchange Commission) and state agencies (e.g., the California Debt and Investment Advisory Commission), and the county superintendent of schools – is timely and accurate.
8. Before any financing is submitted to the governing board for approval, the chief business official will take into consideration the District's internal control procedures, and consult with the District's external auditor regarding fiscal controls needed to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

Engagement of Professionals

The policy recognizes that public finance professionals (e.g., financial advisors, bond counsels, brokers/dealers, and other consultants) market their services extensively. Furthermore, per Public Contract Codes 20110-20118.4, such services are usually exempt from public bidding. To ensure that the District receives appropriate services at a fair price, and to avoid the appearance of conflict of interest, extra caution will be taken when engaging the services of public finance professionals.



Santa Ana Unified School District

BOARD POLICY NO: 3461

SUBJECT: Debt Management Policy

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 5/9/2017

RESPONSIBLE OFFICE(S): Business Services

REVIEWED: 4/18/2017

Before seeking or considering contracts with public finance professionals, the chief business official will review the then-current GFOA best practices on the following topics:

- Selecting and Managing Municipal Advisors
- Selecting and Managing the Method of Sale of Municipal Bonds
- Selecting Bond Counsel
- Selecting and Managing Underwriters for Negotiated Bond Sales
- Issuer's Role in Selection of Bond Counsel

The chief business official (and the District's purchasing agent) will report to the governing board on a recommended process for determining which professionals are needed, how they will be identified (e.g., request for proposal, or bid), and how their contracts will be developed before being submitted to the governing board for approval. Emphasis will be placed on competition, openness, clarity, and avoiding conflicts of interest. The process recommended may be for a period of time, or for a particular financing or set of financings.

The chief business official (and the District's purchasing agent) will report to the governing board on a recommended process for determining which professionals are needed, how they will be identified (e.g., request for proposal, or bid), and how their contracts will be developed before being submitted to the governing board for approval. Emphasis will be placed on competition, openness, clarity, and avoiding conflicts of interest. The process recommended may be for a period of time, or for a particular financing or set of financings.

DESIRED OUTCOME:

This debt policy sets forth comprehensive guidelines for financing capital expenditures, as well as for addressing short-term cash flow needs. The objectives of this policy are that:

1. The District obtain financing only when necessary.
2. The District use any type of debt financing allowed by California law (e.g., general obligation bonds, revenue bonds, special tax bonds, certificates of participation, lease-purchase financings, tax and revenue anticipation notes, temporary transfers from the county treasury or county superintendent of schools, bond anticipation notes), so long as the financing meets the standards for appropriateness and efficiency described below.
3. The District use a process for identifying the most appropriate and efficient timing, amount and structure of debt.

Factors to consider when determining the appropriateness of debt are to include the following:

- Why debt rather than cash expenditure is appropriate.
- Annual debt service and debt administration costs.
- The District's financial condition.



Santa Ana Unified School District

BOARD POLICY NO: 3461

SUBJECT: Debt Management Policy

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 5/9/2017

RESPONSIBLE OFFICE(S): Business Services

REVIEWED: 4/18/2017

- The District's tax base.
- Repayment source, including the amount available and its reliability.
- Legal constraints resulting from the debt (e.g., prepayment terms, reporting requirements).
- Additional future capital needs.
- Type of debt instrument.

Factors to consider when determining efficiency are to include the following:

- Up-front cost plus long-term costs.
 - Future flexibility.
4. The District operate with extreme caution, and thoroughly investigate all possible conflicts of interest.
 5. The District ensure that any required initial and periodic reporting to investors, credit rating agencies, trustees, federal and state agencies, and the county superintendent of schools is timely and accurate.

The governing board will review this policy at least annually and update it as needed. Such a review will include a review of the then-current Government Finance Officers Association (GFOA's) best practices on debt management policy.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

Education Code:

15140-15150

Issuance and Sale of Bonds

41000-41003.3

Moneys Received by School Districts

41010-41023

Accounting Regulations, Budget Controls and Audits

Senate Bill 1029:

Approved by the governor on September 12, 2016; amends
Government Code 8855

Government Code:

16430-16495.5

Investments

53600-53610

Investment of Surplus

Probate Code:

16045-16054

Uniform Prudent Investor Act

Public Contracts Code:

20110-20118.4

School Districts

Other:

GFOA best practice – Debt Management Policy, dated October 2012

(<http://www.gfoa.org/debt-management-policy>)

GFOA debt management documents and resources at <http://www.gfoa.org/topic-areas/debt-management>

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Board Policy (BP) 1230 – School-Connected Organizations (New: First Reading)

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 for parents, guardians and community members who may wish to organize parent organizations and/or booster clubs for the purpose of supporting the District's educational and extracurricular programs.

ITEM SUMMARY:

- Board Policy 1230 – School-Connected Organizations new for first reading.

RATIONALE:

The purpose of this agenda item is to present for first reading a new Board Policy (BP) 1230 – School-Connected Organizations.

Education Code 51521 requires school-connected organizations to obtain a written approval of the Superintendent or designee prior to soliciting funds upon the representation that the funds will be used wholly or in part for the benefit of a district school or the students at that school.

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the first reading of the new Board Policy 1230 – School-Connected Organizations.



Santa Ana Unified School District

BOARD POLICY NO: 1230

SUBJECT: School-Connected Organizations

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services/Accounting

REVIEWED: 5/09/2017

SCOPE:

The Governing Board recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting the district's educational and extracurricular programs. The Board appreciates the contributions made by such organizations toward the Board's vision for student learning and for providing all district students with high-quality educational opportunities.

POLICY:

Persons proposing to establish a school-connected organization shall submit a request to the Board for authorization to operate within the district or at a district school.

A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.

In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school.

The Superintendent or designee shall establish appropriate rules for the relationship between school-connected organizations and the district.

A school-connected organization shall obtain the written approval of the Superintendent or designee prior to soliciting funds upon the representation that the funds will be used wholly or in part for the benefit of a district school or the students at that school.

A school-connected organization may consult with the principal to determine school needs and priorities.

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary.

DESIRED OUTCOME:

Through this policy, the District shall establish procedures to provide parents, guardians and community members who may wish to organize parent organizations and/or booster clubs for the purpose of supporting the District's educational and extracurricular programs.



Santa Ana Unified School District

BOARD POLICY NO: 1230

SUBJECT: School-Connected Organizations

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services

REVIEWED: 5/09/2017

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

AR 3260 – Fees and Charges

BP 6020 – Parent/Guardian Involvement

BP 0410 - Nondiscrimination in District Programs and Activities

BP 3290 – Gifts, Grants and Bequests

BP 3554 – Other Food Sales

BP 5030 – Student Wellness

BP 6145 – Extracurricular and Cocurricular Activities

BP 6145.2 – Athletic Competition

BP 1330 – Use of School Facilities

BP 3452 – Student Activity Funds

BP 3260 – Fees and Charges

Legal Reference:

Education Code:

- 200-262.4 Prohibition of discrimination on the basis of sex
- 35160 Authority of governing boards
- 38130-38138 Civic Center Act, use of school property for public purposes
- 48931 Authorization for sale of food by student organization
- 48932 Authorization for fund-raising activities by student organization
- 49011 Student fees
- 49431-49431.7 Nutritional standards
- 51520 Prohibited solicitations on school premises
- 51521 Fund-raising project

Business and Professions Code:

- 17510-17510.95 Solicitations for charitable purposes
- 25608 Alcohol on school property; use in connection with instruction

Government Code:

- 12580-12599.7 Fundraisers for Charitable Purposes Act

Penal Code:

- 319-329 Lottery, raffle

Code of Regulations, Title 5:

- 4900-4965 Nondiscrimination in elementary and secondary education programs
- 15500 Food sales in elementary schools
- 15501 Food sales in high schools and junior high schools
- 15575-15578 Requirements for foods and beverages outside the federal meals program



Santa Ana Unified School District

BOARD POLICY NO: 1230

SUBJECT: School-Connected Organizations

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services

REVIEWED: 5/09/2017

Code of Regulations, Title 11:

300-312.1 Fundraising for charitable purposes

United States Code, Title 20:

1681-1688 Discrimination based on sex or blindness, Title IX

Code of Federal Regulations, Title 7:

210.11 Competitive food services

220.12 Competitive food services

Court Decisions:

Serrano v. Priest, (1976) 18 Cal. 3d 728

Management Resources:

Fiscal Crisis and Management Assistance Team Publications

2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference

Web Sites:

CSBA: <http://www.csba.org>

California Office of the Attorney General, charitable trust registry: <http://caag.state.ca.us/charities>

California State PTA: <http://www.capta.org>

Fiscal Crisis and Management Assistance Team (FCMAT); <http://www.fcmat.org>

Adopted: 05-17

Santa Ana, CA

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Board Policy (BP) 1260 – Educational Foundation (New: First Reading)

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 supports foundation allocations that serve the schools equitably by providing the community support of district programs, including voluntary financial contributions, to achieve the District's goals for student learning.

ITEM SUMMARY:

- Board Policy 1260 – Educational Foundation new for first reading.

RATIONALE:

The purpose of this agenda item is to present for first reading a new Board Policy (BP) 1260 – Educational Foundation.

The Board recognizes that an educational foundation is a separate legal entity, independent of the District. However, the foundation is encouraged to provide regular reports to the Board on the status of its work and to communicate ways that the District can help support the foundation's activities.

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the first reading of the new Board Policy 1260 – Educational Foundation.



Santa Ana Unified School District

BOARD POLICY NO: 1260

SUBJECT: Educational Foundation

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Accounting

REVIEWED: 5/09/2017

SCOPE:

The Governing Board recognizes the importance of community support of district programs, including voluntary financial contributions, to assist the district in achieving its goals for student learning.

POLICY:

The Board desires to work cooperatively with the educational foundation in determining the purposes for which funds may be used to meet the changing needs of the district and its students. The Board recognizes that an educational foundation is a separate legal entity, independent of the district. However, the foundation is encouraged to provide regular reports to the Board on the status of its work and to communicate ways that the district can help support the foundation's activities.

With the consent of the Superintendent or designee, the educational foundation, as appropriate, may use the district's name, a school's name, a school team's name, or any logo attributable to a school or the district.

The Board supports foundation allocations that serve all district schools equitably.

DESIRED OUTCOME:

Through this policy, the District shall establish procedures to provide regular reports to the Board on the status of its work and communicate ways that the District may help support the foundation's activities.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

AR - 5030 - Student Wellness

AR - 6020 – Parent/Guardian Involvement

AR - 6145 - Extracurricular and Cocurricular Activities

AR - 6145.2 - Athletic Competition

BP - 5030 - Student Wellness

BP - 6020 – Parent/Guardian Involvement

BP - 6145 - Extracurricular and Cocurricular Activities

BP - 6145.2 - Athletic Competition

BP - 3290 - Gifts, Grants and Bequests

BP - 9140 - Board Representatives

BP - 0410 - Nondiscrimination in District Programs and Activities



Santa Ana Unified School District

BOARD POLICY NO: 1260

SUBJECT: Educational Foundation

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Accounting

REVIEWED: 5/09/2017

Legal Reference:

Education Code:

38130-38138 Civic Center Act, use of school property for public purposes

Business and Professions Code:

12580-12599.7 Fundraisers for Charitable Purposes Act

17510-17510.95 Solicitations for charitable purposes

25608 Alcohol on school property; use in connection with instruction

Penal Code:

319-329 Lottery, raffle

Code of Regulations, Title 11:

300-312.1 Fundraising for charitable purposes

Court Decisions:

Serrano v. Priest, (1976) 18 Cal. 3d 728

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Consortium of Education Foundations: <http://www.cceflink.org>

California Office of the Attorney General, charitable trust registry: <http://caag.state.ca.us/charities>

Adopted: 05-17

Santa Ana, CA

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: **Board Policy (BP) 4000 - Concepts and Roles in Personnel**
(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 1996. These revisions will establish safe and supportive working conditions that will attract and retain staff members who are highly qualified and dedicated to the education and welfare of students.

ITEM SUMMARY:

- Board Policy 4000 – Concepts and Roles in Personnel
The revisions will align with current recommendations from the California School Board Association. This policy is supportive of safe working environments, which will attract and retain individuals highly qualified and dedicated to the educational needs and welfare of students.

RATIONALE:

The purpose of this agenda item is to present for first reading a revised Board Policy (BP) 4000 – Concepts and Roles in Personnel.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the first reading of the revised Board Policy (BP) 4000 – Concepts and Roles in Personnel.



Santa Ana Unified School District

BOARD POLICY NO: 4000

SUBJECT: Concepts and Roles in Personnel

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources

EFFECTIVE:

REVIEWED: 5/9/2017

SCOPE:

The Board recognizes its primary responsibility is to comply with applicable State and federal laws.

POLICY:

~~The Governing Board wishes to establish, through the personnel policies and regulations of the District, conditions that will attract and hold the best qualified personnel for all positions, who will devote themselves to the education and welfare of the students of the District. The Governing Board desires that teachers pursue excellence within their profession and shall provide incentives to teachers of demonstrated ability and expertise which will encourage them to stay in the public school system. The policies in this section shall reflect these concepts.~~

~~The Governing Board believes that its personnel policies must be developed through the cooperation and participation of the employee organizations, the administrative staff and the Board in an atmosphere of mutual faith and good will.~~

~~The Governing Board affirms its intention to have all policies, regulations and procedures of the District conform to all requirements of law and state regulations, including affirmative action, equal employment opportunity, District wide single standard salary schedules, and comparable staffing, programs, instructional supplies and curriculum materials.~~

~~Provisions for the implementation of adopted policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected may voice their opinions.~~

THE GOVERNING BOARD

- ~~1. Adopts wage and salary schedules.~~
- ~~2. Elects or rejects employees on the recommendation of the Superintendent or designee.~~
- ~~3. Determines principles of treatment for employees, such as those in connection with sick leave, leaves of absence, inservice training, retirement, etc., either through the policies and regulations of the District or through negotiations with exclusive representatives (employee organizations).~~
- ~~4. Serves as a court of appeals in cases referred by the Superintendent or which may be appealed by employees directly from the Superintendent's judgment, or as specified in adopted employee organization bargaining agreements.~~

The Governing Board recognizes that the success of district students and programs hinges on effective personnel. The Board desires to establish safe and supportive working conditions that will



Santa Ana Unified School District

BOARD POLICY NO: 4000

SUBJECT: **Concepts and Roles in Personnel**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources

EFFECTIVE:

REVIEWED: 5/9/2017

attract and retain staff members who are highly qualified and dedicated to the education and welfare of students. The district's personnel policies and related regulations shall be designed to ensure a supportive, positive climate and shall be consistent with collective bargaining agreements and in conformance with state and federal law and regulations.

As the legal representative of the district in negotiations with employee representatives, the Board shall set goals and guidelines for collective bargaining, provide direction to the Bargaining Chair, and adopt the negotiated contract. Terms and conditions of employment which have been negotiated and stated in employee contracts shall have the force of policy. The Board shall hear employee complaints and appeals when such hearings are in accordance with Board policy or negotiated agreements. The Board shall also adopt wage and salary schedules and may commit budget funds for staff development so that staff members may continue developing their skills.

(cf. [4131](#) - Staff Development)

(cf. [4141/4241](#) - Collective Bargaining Agreement)

(cf. [4143/4243](#) - Negotiations/Consultation)

(cf. [4144/4244/4344](#) - Complaints)

(cf. [4231](#) - Staff Development)

(cf. [4331](#) - Staff Development)

(cf. [9000](#) - Role of the Board)

~~THE SUPERINTENDENT~~

- ~~1. Nominates for employment all certificated and classified personnel.~~
- ~~2. Recommends disciplinary action, including suspension and dismissal, against employees whenever there is sufficient evidence warranting any such action according to Board policy and administrative regulations, and/or state or federal laws and regulations.~~
- ~~3. With the staff, assigns, directs and supervises the work of all employees with due regard for the individual rights involved, proposes salary schedules for staff members not covered by an employee organization agreement, and serves as consultant to~~



Santa Ana Unified School District

BOARD POLICY NO: 4000

SUBJECT: Concepts and Roles in Personnel

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources

EFFECTIVE:

REVIEWED: 5/9/2017

~~the Board throughout negotiations with employee organizations on all matters under negotiations.~~

~~WORKING RELATIONSHIPS BETWEEN BOARD AND SUPERINTENDENT~~

~~The Governing Board desires to be guided to exercise its employment responsibilities contrary to the recommendation of the Superintendent, and will not employ any person unless recommended by the Superintendent. If a nomination by the Superintendent is not acceptable to the Board the nomination shall be withdrawn. The Superintendent shall then present other nominations to the Board for consideration.~~

~~The Governing Board agrees that all approaches by employees to the Board or to the individual members of the Board shall be referred to the Superintendent for consideration and judgment, and to act as a court to appeals only after referrals have been made to the Superintendent.~~

~~The Governing Board desires that the Superintendent conduct the District's personnel relations with fair and sound practices approved by the Board.~~

The Superintendent or designee has primary responsibility for overseeing the district's personnel system. To support this effort, the Board shall approve a framework for sound hiring practices. The Superintendent shall nominate all personnel for employment, and the Board shall approve only those persons so recommended. Individuals who approach Board members regarding prospective employment shall be referred to the Superintendent or designee.

(cf. [4030](#) - Nondiscrimination in Employment)

(cf. [4111/4211/4311](#) - Recruitment and Selection)

The Superintendent or designee shall assign and supervise the work of all employees and shall evaluate their work in accordance with effective accountability systems approved by the Board. The Superintendent or designee also shall recommend disciplinary action which the Board may take against employees when warranted pursuant to Board policy, administrative regulations and/or state or federal law.

(cf. [4115](#) - Evaluation/Supervision)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4215](#) - Evaluation/Supervision)



Santa Ana Unified School District

BOARD POLICY NO: 4000

SUBJECT: **Concepts and Roles in Personnel**
CATEGORY: Personnel
RESPONSIBLE OFFICE(S): Human Resources

EFFECTIVE:
REVIEWED: 5/9/2017

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

(cf. [4315](#) - Evaluation/Supervision)

The Board recognizes that every employee has a stake in the district's successful operation. The Board encourages all district employees to express their ideas, concerns and proposals related to the improvement of working conditions and the total educational program. The Superintendent or designee shall establish procedures whereby he/she will receive and consider employee suggestions and submit them, when appropriate, for consideration by the Board.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

35020	Duties of employees fixed by governing board
35035	Powers and duties of superintendent
35160	Powers of governing board
44490	Incentives to teachers of demonstrated ability

GOVERNMENT CODE

3540-3549.3	Public education employer-employee relations
12940 et seq.	Discrimination prohibited; Unlawful practices generally

DESIRED OUTCOME:

Through this policy, the District shall comply with applicable State and federal laws.



Santa Ana Unified School District

BOARD POLICY NO: 4000

SUBJECT: **Concepts and Roles in Personnel**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources

EFFECTIVE:

REVIEWED: 5/9/2017

SCOPE:

The Board recognizes its primary responsibility is to comply with applicable State and federal laws.

POLICY:

The Governing Board recognizes that the success of district students and programs hinges on effective personnel. The Board desires to establish safe and supportive working conditions that will attract and retain staff members who are highly qualified and dedicated to the education and welfare of students. The district's personnel policies and related regulations shall be designed to ensure a supportive, positive climate and shall be consistent with collective bargaining agreements and in conformance with state and federal law and regulations.

As the legal representative of the district in negotiations with employee representatives, the Board shall set goals and guidelines for collective bargaining, provide direction to the Bargaining Chair, and adopt the negotiated contract. Terms and conditions of employment which have been negotiated and stated in employee contracts shall have the force of policy. The Board shall hear employee complaints and appeals when such hearings are in accordance with Board policy or negotiated agreements. The Board shall also adopt wage and salary schedules and may commit budget funds for staff development so that staff members may continue developing their skills.

(cf. [4131](#) - Staff Development)

(cf. [4141/4241](#) - Collective Bargaining Agreement)

(cf. [4143/4243](#) - Negotiations/Consultation)

(cf. [4144/4244/4344](#) - Complaints)

(cf. [4231](#) - Staff Development)

(cf. [4331](#) - Staff Development)

(cf. [9000](#) - Role of the Board)

The Superintendent or designee has primary responsibility for overseeing the district's personnel system. To support this effort, the Board shall approve a framework for sound hiring practices. The Superintendent shall nominate all personnel for employment, and the Board shall approve only those persons so recommended. Individuals who approach Board members regarding prospective employment shall be referred to the Superintendent or designee.

(cf. [4030](#) - Nondiscrimination in Employment)

(cf. [4111/4211/4311](#) - Recruitment and Selection)



Santa Ana Unified School District

BOARD POLICY NO: 4000

SUBJECT: **Concepts and Roles in Personnel**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources

EFFECTIVE:

REVIEWED: 5/9/2017

The Superintendent or designee shall assign and supervise the work of all employees and shall evaluate their work in accordance with effective accountability systems approved by the Board. The Superintendent or designee also shall recommend disciplinary action which the Board may take against employees when warranted pursuant to Board policy, administrative regulations and/or state or federal law.

(cf. [4115](#) - Evaluation/Supervision)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4215](#) - Evaluation/Supervision)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

(cf. [4315](#) - Evaluation/Supervision)

The Board recognizes that every employee has a stake in the district's successful operation. The Board encourages all district employees to express their ideas, concerns and proposals related to the improvement of working conditions and the total educational program. The Superintendent or designee shall establish procedures whereby he/she will receive and consider employee suggestions and submit them, when appropriate, for consideration by the Board.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

35020 Duties of employees fixed by governing board

35035 Powers and duties of superintendent

35160 Powers of governing board

GOVERNMENT CODE

3540-3549.3 Public education employer-employee relations

DESIRED OUTCOME:

Through this policy, the District shall comply with applicable State and federal laws.

.AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Board Policy (BP) 4112.8, 4212.8, 4312.8 - Employment of Relatives and Immediate Family (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 September 2003. These revisions are to maximize staff and community confidence in district hiring, promotion, and other employment decisions by promoting practices that are free of conflicts of interest or the appearance of impropriety.

ITEM SUMMARY:

- Board Policy 4112.8, 4212.8, 4312.8 – Employment of Relatives and Immediate Family
 The revisions will align with current recommendations from the California School Board Association. This policy will maximize confidence in the district hiring, promotions, and employment decisions by practices free of conflicts of interest and appearance of impropriety.

RATIONALE:

The purpose of this agenda item is to present for first reading a revised Board Policy (BP) 4112.8, 4212.8, 4312.8 – Employment of Relatives and Immediate Family.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the first reading of the revised Board Policy (BP) 4112.8, 4212.8, 4312.8 – Employment of Relatives and Immediate Family.



Santa Ana Unified School District

BOARD POLICY NO: 4112.8/4212.8/4312.8

SUBJECT: **Employment of Relatives and Immediate Family**

EFFECTIVE:

CATEGORY: Personnel

REVIEWED: 5/9/2017

RESPONSIBLE OFFICE(S): Human Resources

SCOPE:

The Board recognizes its primary responsibility is to comply with applicable State and federal laws.

POLICY:

~~No person shall be denied the opportunity for employment because such person is related to any person presently employed by the Santa Ana Unified School District or to a Board member who may have only a remote interest in the employment or contract.~~

~~In no instance, however, shall a District employee exercise direct supervision over or initiate or participate in decisions involving a direct benefit (e.g., initial employment, evaluation, retention, promotion, work assignments, etc.) to another staff member who is related within the first degree of consanguinity, whether by blood or marriage. For purposes of this policy, the "first degree of consanguinity" means father, mother, son, daughter, brother, sister, or spouse. This includes in-laws with these relationships.~~

~~A member of the Board shall abstain from voting on personnel matters that uniquely affect a relative of the member, but may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. For purposes of this policy, "relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. Relatives within the third degree include parents, grandparents, great-grandparents, children, grandchildren, and great-grandchildren.~~

The Governing Board desires to maximize staff and community confidence in district hiring, promotion, and other employment decisions by promoting practices that are free of conflicts of interest or the appearance of impropriety. (cf. 4030 – Nondiscrimination in Employment) (cf. 9270 – Conflict of Interest)

The Board prohibits the appointment of any person to a position for which his/her relative maintains management, supervisory, evaluation, or promotion responsibilities and prohibits an employee from participating in any decision that singularly applies to any of his/her relatives. (cf. 4111.4211.4311 – Recruitment and Selection) (cf. 4115 – Evaluation/Supervision) (cf. 4215 – Evaluation/Supervision) (cf. 4315 – Evaluation/Supervision)

For purposes of this policy, relative means blood or affinity within the third degree, which includes the individual's spouse, domestic partner, parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse or domestic partner.

In addition, the Superintendent or designee may determine, on a case-by-case basis, whether to appoint or reassign a person to a position in the same department or facility as an employee with whom he/she maintains a personal relationship when that relationship has the potential of create (1) an adverse impact on supervision, safety, security, or morale of other district employees or (2) a conflict of interest for the individuals involved which is greater because of their relationship than it would be for another person.



Santa Ana Unified School District

BOARD POLICY NO: 4112.8/4212.8/4312.8

SUBJECT: **Employment of Relatives and Immediate Family**

EFFECTIVE:

CATEGORY: Personnel

REVIEWED: 5/9/2017

RESPONSIBLE OFFICE(S): Human Resources

An employee shall notify his/her supervisor within 30 days of any change in his/her circumstances that may constitute a violation of this policy.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

35107 ~~Eligibility; school district employees; term limitations; voting restrictions~~
35233 Prohibitions applicable to members of governing boards of school districts and citizen's oversight committees

FAMILY CODE

297-297.5 Rights, protections, benefits under the law; registered domestic partners

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

12940 Unlawful employment practices

~~12900 e seq. Department of Fair Employment and Housing~~

~~82030 Income~~

~~87100 Public Officials; state and local; financial interest~~

~~87102 Additional requirements; remedies~~

~~87103 Financial interest in decision by official~~

CODE OF REGULATIONS

~~2 C.C.R. Section 7292.5~~

ATTORNEY GENERAL OPINIONS

~~73 Ops. Cal. Atty. Gen. 191~~

CODE OF REGULATIONS, TITLE 2

7292.0-7292.6 Marital status discrimination, especially:

7292.5 Employee selection

Management Resources:

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

DESIRED OUTCOME:

Through this policy, the District shall comply with applicable State and federal laws.

Adopted: 9-03

Santa Ana, CA



Santa Ana Unified School District

BOARD POLICY NO: 4112.8/4212.8/4312.8

SUBJECT: **Employment of Relatives and Immediate Family**

EFFECTIVE:

CATEGORY: Personnel

REVIEWED: 5/9/2017

RESPONSIBLE OFFICE(S): Human Resources

SCOPE:

The Board recognizes its primary responsibility is to comply with applicable State and federal laws.

POLICY:

The Governing Board desires to maximize staff and community confidence in district hiring, promotion, and other employment decisions by promoting practices that are free of conflicts of interest or the appearance of impropriety. (cf. 4030 – Nondiscrimination in Employment) (cf. 9270 – Conflict of Interest)

The Board prohibits the appointment of any person to a position for which his/her relative maintains management, supervisory, evaluation, or promotion responsibilities and prohibits an employee from participating in any decision that singularly applies to any of his/her relatives. (cf. 4111.4211.4311 – Recruitment and Selection) (cf. 4115 – Evaluation/Supervision) (cf. 4215 – Evaluation/Supervision) (cf. 4315 – Evaluation/Supervision)

For purposes of this policy, relative means blood or affinity within the third degree, which includes the individual's spouse, domestic partner, parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse or domestic partner.

In addition, the Superintendent or designee may determine, on a case-by-case basis, whether to appoint or reassign a person to a position in the same department or facility as an employee with whom he/she maintains a personal relationship when that relationship has the potential to create (1) an adverse impact on supervision, safety, security, or morale of other district employees or (2) a conflict of interest for the individuals involved which is greater because of their relationship than it would be for another person.

An employee shall notify his/her supervisor within 30 days of any change in his/her circumstances that may constitute a violation of this policy.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

35107 School district employees

35233 Prohibitions applicable to members of governing boards of school districts and citizen's oversight committees

FAMILY CODE

297-297.5 Rights, protections, benefits under the law; registered domestic partners

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

12940 Unlawful employment practices



Santa Ana Unified School District

BOARD POLICY NO: 4112.8/4212.8/4312.8

SUBJECT: Employment of Relatives and Immediate Family

EFFECTIVE:

CATEGORY: Personnel

REVIEWED: 5/9/2017

RESPONSIBLE OFFICE(S): Human Resources

CODE OF REGULATIONS, TITLE 2

7292.0-7292.6 Marital status discrimination, especially:

7292.5 Employee selection

Management Resources:

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

DESIRED OUTCOME:

Through this policy, the District shall comply with applicable State and federal laws.

AGENDA ITEM BACKUP SHEET
May 9, 2017

Board Meeting

TITLE: Board Policy (BP) 5146 – Married/Pregnant/Parenting Students
 (Revised: First Reading)

ITEM: Action

SUBMITTED BY: Alfonso Jimenez, Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Keely Orlando, Director, Early Childhood Education

BACKGROUND INFORMATION:

The purpose of this agenda is to present to the Board for first reading Board Policy (BP) 5146 - Married/Pregnant/Parenting Students

ITEM SUMMARY:

- The revised policy reinforces the District's commitment to providing full access to equal educational opportunities for married, pregnant or parenting students.

RATIONALE:

Revisions to Board Policy 5146 reflect changes regarding equal access to educational opportunities, and lactation accommodations for pregnant and parenting teens within the District. The updated policy reinforces the District's commitment to providing full access to equal educational opportunities for married, pregnant or parenting students. In addition, the new policy now specifically addresses EC 222 mandates regarding provision of reasonable accommodations to lactating students. The last revision was completed in April 1998. The revisions also reflect the changes from a stand alone Teen Parent Program to a comprehensive, inclusive educational options program for married, pregnant or parenting teens.

LCAP Goal 3: "All students and staff will work in a healthy, safe and secure environment that supports learning."

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the first reading of the revised Board Policy (BP) 5146 – Married/Pregnant/Parenting Students.

AJ:KO:mo



Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: M/YYYY

RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

REVIEWED: 5/2017

SCOPE:

~~Married, pregnant and parenting students in the district shall have the same educational opportunities as all students.~~

~~For school related purposes, married students under the age of eighteen (18) are emancipated minors and have all the rights and privileges of a student who is 18, even if the marriage has been dissolved.~~

The Governing Board ~~believes~~ recognizes that early marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student ~~should not be a barrier to education or a reason for dropping out of school. Rather than ending the teenager's need for education, pregnancy and parenting increase the need to cope with adult responsibilities and to prepare for an economically self-sufficient future.~~ The Santa Ana Unified School District therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 51131.1 – Chronic Absence and Truancy)

(cf. 5147 – Dropout Prevention)

(cf. 6011 – Academic Standards)

(cf. 6146.1 High School Graduation Requirements)

(c.f. 6146.11 Alternative Credits Toward Graduation)

(cf. 6146.2 – Certificate of Proficiency/High School Equivalency)

POLICY:

The district shall not discriminate against any student on the basis of the student's marital status, pregnancy, childbirth, false pregnancy, or related recovery (E.C. 230; 20 USC 1681-1688) (cf. 0410 – Nondiscrimination in District Programs and Activities)

For school related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

~~The instructional program provided for pregnant students shall be determined on a case by case basis and shall be appropriate to the student's individual needs. The student may continue attending school in the regular classroom setting, may attend a separate program established for pregnant students, or may pursue a home schooling or independent study program. The district shall coordinate transportation and scheduling so that students may attend their regular classes for part of the day and specialized classes for the remainder. When selecting the program followed the student shall be encouraged to consult with her spouse or parent or guardian, her physician, and appropriate district medical and educational advisors. (cf 6158 Independent Study) (6173 Home/Hospital Instruction)~~



Santa Ana Unified School District

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REVIEWED: 5/2017

~~Pregnant or lactating students shall qualify for nutrition program supplements as provided under Education Code Section 49559(b).~~

~~All applications and eligibility records concerning these supplements shall be confidential. (E.C. 49558)~~

After the birth of her baby, the student may:

- ~~1. Return to regular high school or middle school classes.~~
- ~~2. Remain in an alternative program.~~
- ~~3. Attend continuation high school or adult education classes.~~
- ~~4. Request exemption from attendance because of personal services that must be rendered to a dependent. (E.C. 48410 (c))~~

Pregnant Minors Program

~~The Board recognizes that pregnant minors may derive great benefit from a specialized program that supplements academic courses with practical instruction geared to their specific needs. In addition to providing psychological support, this program may include instruction in health, prenatal and postnatal care, preparation for childbirth and parenting, home economics, consumer education, child development, money management, and employable skills.~~

~~The district's program for prentant minors shall:~~

- ~~1. Identify program goals, student needs, and community resources.~~
- ~~2. Provide an academic program which gives equal educational opportunities to pregnant minors.~~
- ~~3. Maintain a program advisory council to advise the Superintendent in implementation of the program~~
- ~~4. Maintain a program advisory council to advise the Superintendent in implementation of the program.~~
- ~~5. Provide student referral, placement, and transition procedures for students who have not completed graduation requirements at the end of their program eligibility.~~
- ~~6. Have available a program expenditure budget, approved by the Board and County Board of Education, which justifies its funding request.~~

~~The Superintendent or designee shall appoint a program plan committee to review individual participation in the program. (Title 5, 11827)~~

~~Written notice shall be provided to each pregnant minor's parent or guardian describing the program plan for the enrolled student. If the student is married or legally emancipated, this notice is not required.~~

~~Any student is eligible for participation in the program if she has not graduated from high school and has a written pregnancy verification from a licensed physician. A doctor's statement wthat the student is receiving prenatal care must be obtained by the Superintendent or designee within sixty (60) days after placement in the program. All further eligibility considerations shall comply with Title 5, 11829.~~



Santa Ana Unified School District

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EFFECTIVE: M/YYYY

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REVIEWED: 5/2017

~~Wherever possible, program staff shall work closely with the pregnant student's spouse and/or parents or guardians and shall collaborate with local public and private agencies in order to expand the student's learning opportunities and support system.~~

Pregnant and parenting students shall retain the right to participate in any comprehensive school or educational alternative program. The classroom setting shall be the preferred educational setting unless an alternative strategy is necessary to meet the needs of the student and his/her child.

(cf. 6158 – Independent Study)

(cf. 6181- Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

When necessary, reasonable accommodations shall be provided to pregnant and parenting students to enable them to access the educational program. Any education program or activity, including extra curricular activity, that is offered to pregnant students, shall be equal to that offered to other students. A student's participation in such programs shall be voluntary. (5 CCR 4950)

Educational and related support services shall be provided, either through the district or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include but are not limited to:

1. Case Management Services (cf. 6164.2 Guidance/Counseling Services)
2. Childcare (cf. 1020 – Youth Services) (cf. 5148 – Child Care and Development)
3. Home-To-School Transportation (Bus Pass)
4. Nutritional Meal Supplements (E.C. 49553, 42 USC 1786, and 7 CFR 246.1-246.28)
5. Academic/Higher Ed Counseling (cf. 6164.2 – Guidance/Counseling Services)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development. (c.f. 4131) (c.f. 4231) (c.f. 4331)

Reasonable Accommodations

A pregnant student shall have access to any service available to other students with temporary disabilities or medical conditions. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (E.C. 222)

1. Access to a private location, other than a restroom, to breastfeed or express milk for her infant child. (cf. 6173 – Home/Hospital Instruction)
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk.
3. Access to a power source for breast pump or any other equipment used to express milk.



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REVIEWED: 5/2017

4. Access to a place to store expressed breast milk safely.

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child.

Absences

The district shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by a physician. At the conclusion of the leave, the student shall be reinstated to the status she held when the leave began. (34 CFR 106.40)

A parenting student may also request exemption from attendance because of a related physical or mental condition or because of personal services that must be rendered to a dependent. (cf. 5112.3 – Student Leave of Absence) (E.C. 48410)

Complaints

Any complaint of discrimination on the basis of pregnancy or marital or parental status shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and (cf. 1312.3 – Uniform Complaint Procedures)

DESIRED OUTCOME:

Through this policy, the District shall comply with applicable state and federal law related to a student's actual or potential parental, family, or marital status and their full access to all district programs and activities. Additionally, this policy will establish a process for accommodations for lactating students.

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Legal Reference:

Education Code

220	Reasonable accommodations: lactating students
230	Sexual Discrimination
8200-8498	Child Care and Development Services Act
48205	Excused absences
48220	Compulsory education requirement
48410	Persons exempted from continuation classes
49553	Nutrition Supplements for pregnant and parenting students in adult education classes
51220.5	Parenting skills and education
51745	Independent Study
52610.5	Enrollment of pregnant and parenting students in adult education



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Family Code

7002 Description of emancipated minor

Health and Safety Code

104460 Tobacco prevention services for pregnant and parenting students

Code of Regulations, TITLE 5

4600-4687 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

Code of Regulations, TITLE 22

101151-101239.2 General licensing requirements for child care centers

1013151-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20

16181-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infant, and children

CODE OF REGULATIONS, TITLE 7

246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital and parental status



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(cf. 51131.1 – Chronic Absence and Truancy)
(cf. 5147 – Dropout Prevention)
(cf. 6011 – Academic Standards)
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REVIEWED: 5/2017

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Family Code

7002	Description of emancipated minor
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Health and Safety Code

104460	Tobacco prevention services for pregnant and parenting students
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Code of Regulations, TITLE 5

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4950	Nondiscrimination, marital and parental status

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CODE OF REGULATIONS, TITLE 7

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CODE OF FEDERAL REGULATIONS, TITLE 34

106.40	Marital and parental status
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