

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, June 13, 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
JUNE 13, 2017

AGENDA

Teleconference – Valerie Amezcua
1037 Sherwood Lane
Santa Ana, CA 92706

Ms. Amezcua will participate in the call to order, closed session, and the public session of meeting by phone.

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 54957:

PUBLIC EMPLOYMENT: Energy Manager

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

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

HIGH SCHOOL STUDENT AMBASSADORS

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

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

RECOGNITIONS / ACKNOWLEDGMENTS

- High School Student Ambassadors for 2016-17 School Year
- Certificated Employee of the Month for June 2017, Kristen Abadjian
- Classified Employee of the Month for June 2017, Alicia Islas-Nava
- Recognition of Student Support Provider Alfredo Guillen

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 - May 23, 2017 and Special Board Meeting Minutes - June 6, 2017
- 1.2 Approval to Reschedule Regular Meeting of Board of Education from August 22, 2017 to August 23, 2017
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.4 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
- 1.5 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
- 1.6 Approval of California Interscholastic Federation League Representatives for 2017-18 School Year
- 1.7 Approval of Head Start Self Assessment Corrective Action Plan 2016-17 Program Year

- 1.8 Approval of Participation Agreement with Audi of America Education Partnership Program for 2017-18 School Year
- 1.9 Approval of Memorandum of Understanding with Orange County Department of Education to Participate in the Carl D. Perkins Career and Technical Education for 2017-18 School Year
- 1.10 Approval of Memorandum of Understanding with Jet Propulsion Laboratory for June 19 through September 30, 2017
- 1.11 Approval of Agreement between Latino Film Institute Youth Cinema Project for Period of June 14 through August 1, 2017
- 1.12 Approval of Agreement with Advancement Via Individual Determination Center for AVID College Readiness System Services for 2017-18 School Year
- 1.13 Authorization to Renew Subscription for Advancement Via Individual Determination Center for AVID Excel Program Participation for 2017-18 School Year
- 1.14 Authorization to Renew Subscription with Canvas Learning Management System with Instructure, Inc. for 2017-18 School Year
- 1.15 Authorization to Renew Subscription for Digital Curriculum and Services with Apex Learning for 2017-18 School Year
- 1.16 Authorization to Renew Subscription with Lexia Reading Core 5 with Lexia Learning Systems LLC for 2017-18 School Year
- 1.17 Acceptance of SunPower Corporation Grant Funding for 2017-18 School Year
- 1.18 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2016-17 School Year
- 1.19 Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2016-17 and 2017-18 School Years
- 1.20 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 10, 2017 through May 23, 2017
- 1.21 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of May 10, 2017 through May 23, 2017
- 1.22 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

- Local Control Accountability Plan Public Forum
- Adoption of 2017-18 Budget
- Special Education Annual Service Plan for 2017-18 School Year
- Intent to Grant a Second Easement to the Orange County Water District for Construction of a Groundwater Monitoring Well at the Heritage Museum Site

REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Special Education Annual Service Plan for 2017-18 School Year
- 3.0 Adoption of Resolution No. 16/17-3193 – Grant a Second Easement to the Orange County Water District for Construction of a Groundwater Monitoring Well at the Heritage Museum Site
- 4.0 Authorization to Reject All Bids Received for Bid No. 10-17 for Fresh and Pre-Packaged Bread Products
- 5.0 Authorization to Award a Request for Proposal for the Purchase and Distribution of Frozen, Refrigerated, Dry Food Products and Services to A&R Food Distributors
- 6.0 Approval of Agreement with Latino Film Institute Youth Cinema Project for 2017-18 School Year
- 7.0 Adoption of Resolution No. 16/17-3174 – Authorizing the Transfer of Remaining Balance and Closing of Associated Student Body Fund
- 8.0 Adoption of Resolution No. 16/17-3183 - Approval of a Mitigated Negative Declaration Report for the Advanced Learning Academy Expansion Located at the Former Remington Elementary School at 1325 E. Fourth St., Santa Ana
- 9.0 Approval of Agreement with Baker Nowicki Design Studio for Architectural Services for Relocation of Adult Transition Program to Century High School
- 10.0 Authorization to Award a Contract for Bid Package No. 3 – New Playground Equipment and Resurfacing at Heroes Elementary School
- 11.0 Authorization to Award a Bid for General Maintenance and Repairs to JL Cobb Painting & Construction

- 12.0 Approval of New Job Description: Assessment and Data Specialist
- 13.0 Approval of New Job Description: Coordinator of Human Resources
- 14.0 Approval of New Job Description: Coordinator of International Baccalaureate
- 15.0 Approval of New Job Description: Coordinator of School Climate
- 16.0 Approval of New Job Description: Director of Classified Professional Development

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) 3550 – Food Service/Child Nutrition Program (Revised: For Adoption)
- 18.0 Board Policy (BP) 3551 – Food Service Operations/Cafeteria Fund (Revised: For Adoption)
- 19.0 Board Policy (BP) 3552 – Summer Meal Program (New: For Adoption)
- 20.0 Board Policy (BP) 3554 – Other Food Sales (Revised: For Adoption)
- 21.0 Board Policy (BP) 3555 – Nutrition Program Compliance (New: For Adoption)
- 22.0 Board Policy (BP) 5146 – Married/Pregnant/Parenting Students (Revised: For Adoption)

BOARD REPORTS

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, June 27, 2017, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: High School Student Ambassadors for 2016-17 School Year

ITEM: Recognition

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

PREPARED BY: Daniel Allen, Ed.D., Executive Director of School Renewal

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the High School Student Ambassadors for the 2016-17 school year.

ITEM SUMMARY:

- Recognize High School Student Ambassadors for the 2016-17 school year.

RATIONALE:

The Board recognizes outstanding students who have been exceptional in participating in our High School Student Ambassador program for the 2016-17 school year.

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

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Recognize the High School Student Ambassadors for the 2016-17 school year.

AJ:DA:mo

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Certificated Employee of the Month for June 2017, Kristen Abadjian**

ITEM: **Recognition**

SUBMITTED BY: **Mark A. McKinney, Associate Superintendent, Human Resources**

PREPARED BY: **Mark A. McKinney, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

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

RATIONALE:

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for June 2017. The members have selected Kristen Abadjian, Teacher, Mitchell Child Development Center.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Kristen Abadjian as Certificated Employee of the Month for June 2017.

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Classified Employee of the Month for June 2017, Alicia Islas-Nava

ITEM: Recognition

SUBMITTED BY: Mark A. McKinney, Associate Superintendent, Human Resources

PREPARED BY: Mark A. McKinney, Associate Superintendent, Human Resources

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Classified Employee of the Month for June 2017.

RATIONALE:

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for June 2017. The members have selected Alicia Islas-Nava, Registrar, Independent Studies.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Alicia Islas-Nava as Classified Employee of the Month for June 2017.

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Recognition of Student Support Provider Alfredo Guillen

ITEM: Recognition

SUBMITTED BY: Cecilia Iglesias, Clerk, Board of Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize Alfredo Guillen, student support provider at Davis Elementary School, who created the successful Chess Club at Davis elementary. This recognition is at the request of Board Clerk Cecilia Iglesias.

RATIONALE:

Alfredo Guillen founded the Chess Club at Davis elementary approximately 15 years ago. He volunteers his time to teach students during lunch time and recess, and sometimes before school and on weekends. He believes the intricacies of playing chess encourages critical thinking, builds stamina and fosters positive self-esteem. Students have participated in chess matches and won many awards and championships through the years.

His efforts in providing students' knowledge of the game has helped students and families in positive ways.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Alfredo Guillen, Student Support Provider, Davis Elementary School.

/cg

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

MINUTES

REGULAR MEETING
 SANTA ANA BOARD OF EDUCATION

May 23, 2017

CALL TO ORDER

The meeting was called to order at 5:12 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 5:12 p.m. to consider student matters, negotiations, personnel matters, and anticipated litigation.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:20 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 Imanol Cortez 8th grade student at Esqueda K-8 School.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By A Vote of 4-1, The Board Took Action to Appoint Josephine (Josey) Austin, as Payroll Manager.

Motion: Mr. Palacio Second: Ms. Amezcua

Vote: Ayes: Mr. Palacio, Ms. Amezcua, Dr. Alvarez, and Dr. Rodriguez
 Nay: Ms. Iglesias

REPORT OF ACTION TAKEN IN CLOSED SESSION

By A Vote of 5-0, The Board Took Action to Approve Workers' Compensation, Compromise, and Release for Retired Classified Employee, as Named in Closed Session, Claim No. SUSJ-008430 in the Amount of \$30,957.50.

Motion: Ms. Amezcua Second: Mr. Palacio

Vote: Ayes: Mr. Palacio, Ms. Amezcua, Ms. Iglesias, Dr. Alvarez, and Dr. Rodriguez

HIGH SCHOOL STUDENT AMBASSADORS

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

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

RECOGNITIONS / ACKNOWLEDGMENTS

Recognition of Speech and Debate District Champions for 2016-17 School Year

Isabella Guerra, Samantha Lopez, Brendon Mai Ha, Marielena Mendoza, Michelle Roldan, Grace Tinajero, Gordan Tran, and Jonah Tristan were recognized as outstanding students who achieved exceptional standing in the 2016-17 Speech and Debate District Championship Competition.

Certificated Employee of the Month for May 2017, Christine Dondalski

Christine Dondalski, Teacher at Taft Elementary School was selected as the Certificated Employee of the Month for May 2017.

Classified Employee of the Month for May 2017, Beatriz Garcia

Beatriz Garcia, Instructional Assistant Computer at Walker Elementary School was selected as the Classified Employee of the Month for May 2017.

SUPERINTENDENT'S REPORT

Superintendent Phillips opened with the announcement of the District's newly appointed Payroll Manager and that the District will continue to review all open/vacant positions and appoint with internal hires. She also mentioned that there will be proposed moves for the 2017-18 school year; relocate Romero Cruz to Spurgeon Intermediate and provide Pre-K, all day Kindergarten, and First Grade. In addition, REACH Academy will relocate to the Romero-Cruz Elementary School site. Dr. Phillips stated that the District will provide Romero-Cruz parents with Spurgeon tours. Dr. Haglund, Mr. Williams, Ms. Lohnes, and Dr. Jimenez all spoke related to the proposed move, including information on facilities and special education needs. Superintendent Phillips concluded her report by announcing the Film Academy naming event at Santa Ana High School, Saturday, June 3rd at 5:00 p.m.

PUBLIC PRESENTATIONS

Hiba Shublak addressed the Board related to the dance program in Engage 360°. Connie Hamilton addressed the Board related to the proposed stadium at Saddleback High School. Ivonne Bogen and John Levy addressed the Board related to Taft DHH Principal. Veronica DeBruhl-Githens, Adalin Sanchez, Darlene Gonzalez, Ana Munos, Sharon Caliboso, Aurora Esquivel, Silvia Jimenez, Gabriela Regalado, Rosario Ruiz, and Jose Luis Ramirez addressed the Board related to new K-8 school at Spurgeon Intermediate. Irais Arteaga and Maria Marin addressed the Board related to teacher layoffs. Paul Zive and Marc Petrie addressed the Board related to class size reduction. Erica Pedraza, Norma Burciaga, Juan Sanchez, Benajmin Salmeron, Graciela Villalobos, Karina Torres, and Rosa Quijada addressed the Board related to Romero-Cruz Elementary. Margarita Gonzalez and Maria Fernandez addressed the Board related to mental health. Martha Lopez, Cleotilde Ramplona, Elizabeth DeLaTorre and Marla Bock addressed the Board related to teacher layoffs. Rocio Alvarado addressed the Board related to a special education issue.

1.0 APPROVAL OF CONSENT CALENDAR

The following items were removed from the Consent Calendar for discussion and separate action:

- 1.9 Approval of Amendment to Agreement with Padres Unidos for 2016-17 School Year
- 1.10 Approval of Agreement with EDL Squared for 2017-18 School Year
- 1.12 Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2016-17 and 2017-18 School Years
- 1.14 Authorization to Extend Contracts Awarded through Request for Proposal or Bid for the 2017-18 Fiscal Year and Approval to Continue Use of Previously Approved Piggyback Bids, California Multiple Award Schedule (CMAS) and National Association of State Procurement Officials (NASPO) ValuePoint Agreements
- 1.16 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of April 19, 2017 through May 9, 2017
- 1.22 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

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

- 1.1 Approval of Regular Board Meeting Minutes - May 23, 2017
- 1.2 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests
- 1.3 Orange County Department of Education Third Quarterly Report on Williams Settlement Legislation for 2016-17 Fiscal Year

- 1.4 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
- 1.5 Acceptance of After School Education and Safety Program Request for Renewal for July 1, 2017 through June 30, 2020
- 1.6 Approval of Renewal of Services between CollegeBoard and Santa Ana Unified School District for 2017-18 School Year
- 1.7 Approval of Second Assessment Child Outcomes and School Readiness Action Plan
- 1.8 Authorization to Renew Subscriptions of ST Math License with MIND Research Institute for 2017-18 School Year
- 1.11 Approval of Renewal of Memorandum of Understanding with Rancho Santiago Community College District for July 1, 2017 through June 30, 2022
- 1.13 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2016-17 School Year
- 1.15 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of April 19, 2017 through May 9, 2017
- 1.17 Approval of Deductive Change Order No. 1 for Bid Package No. 1 - 5K LED Lighting Phase 1 at Chavez, Godinez, Lorin Griset, Saddleback, and Segerstrom High Schools
- 1.18 Acceptance of Completion of Contract for Bid Package No. 1 - 5K LED Lighting Phase 1 at Chavez, Godinez, Lorin Griset, Saddleback, and Segerstrom High Schools
- 1.19 Approval of Deductive Change Order No. 1 for Bid Package No. 2 - 5K LED Lighting Phase 2 at District Office, Century, Santa Ana, and Valley High Schools, Carr, and Sierra Intermediate Schools
- 1.20 Acceptance of Completion of Contract for Bid Package No. 2 - 5K LED Lighting Phase 2 at District Office, Century, Santa Ana, and Valley High Schools, Carr, and Sierra Intermediate Schools
- 1.21 Acceptance of Completion of Contract for Bid Package No. 2905 - Phase 2 Classroom Building Replacement and Addition at McFadden Intermediate School Under Emergency Repair Program

Items removed from Consent Calendar for discussion and separate action:

- 1.9 Approval of Amendment to Agreement with Padres Unidos for 2016-17 School Year

It was moved by Mr. Palacio, seconded by Dr. Rodriguez, and carried 5-0, to ratify the amendment to the agreement with Padres Unidos for the 2016-17 school year.

1.10 Approval of Agreement with EDL Squared for 2017-18 School Year

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to amend services to approximately 250 students and approve the agreement with EDL Squared for the 2017-18 school year.

1.12 Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2016-17 and 2017-18 School Years

It was moved by Dr. Alvarez, seconded by Ms. Amezcua, and carried 5-0, to approve the payment and reimbursement of costs incurred for student with disabilities for the 2016-17 and 2017-18 school years.

1.14 Authorization to Extend Contracts Awarded through Request for Proposal or Bid for the 2017-18 Fiscal Year and Approval to Continue Use of Previously Approved Piggyback Bids, California Multiple Award Schedule (CMAS) and National Association of State Procurement Officials (NASPO) ValuePoint Agreements

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to authorize staff to renew contracts awarded through Bids or Requests for Proposal and approve the continued use of piggyback. CMAS and NASPO ValuePoint agreements which were previously Board approved for 2017-18 fiscal year for the term of the original contracts.

1.16 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of April 19, 2017 through May 9, 2017

It was moved by Dr. Alvarez, seconded by Ms. Amezcua, and carried 4-0, Dr. Rodriguez not present, to ratify Expenditure Summary and Warrants issued over \$25, 000 for the period of April 19, 2017 through May 9, 2017.

1.22 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

It was moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 5-0, to approve the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

Change in Order of Agenda

12.0 APPROVAL OF AGREEMENTS WITH NEUTRAL GROUND, ORANGE COUNTY ASIAN PACIFIC ISLANDER COMMUNITY ALLIANCE, ORANGE COUNTY DEPARTMENT OF EDUCATION, PROJECT KINSHIP, AND SANTA ANA UNIFIED SCHOOL DISTRICT FOR 2017-18 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 4-1, Ms. Iglesias dissenting, to approve the agreements with Neutral Ground, Orange County Asian Pacific Islander Community Alliance, Orange County Department of Education, Project Kinship, and the Santa Ana Unified School District for the 2017-18 school year.

PRESENTATIONS

Local Control Accountability Plan, Governor's May Revise, and Budget Development Update

By A Vote of 5-0, The Board took action to table the presentation.

Motion: Ms. Amezcua Second: Dr. Rodriguez

Kitchen Facilities Master Plan

By A Vote of 5-0, The Board took action to table the presentation.

Motion: Ms. Amezcua Second: Dr. Rodriguez

REGULAR AGENDA - ACTION ITEMS

- 2.0 APPROVE OR DENY MATERIAL REVISION OF ADVANCED LEARNING ACADEMY CHARTER PETITION AND IF APPROVED ADOPT RESOLUTION NO. 16/17-3188 IMPLEMENTING THAT ACTION

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 5-0, to adopt Resolution No. 16/17-3188 Approving the material revision of the Advanced Learning Academy Charter Petition.

- 3.0 APPROVE SANTA ANA UNIFIED SCHOOL DISTRICT'S INITIAL BARGAINING PROPOSAL TO SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION FOR 2017-18 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to approve the Santa Ana Unified School District's (SAUSD) Initial Bargaining Proposal to the Santa Ana School Police Officers Association's (SASPOA) for the 2017-18 school year.

- 4.0 ACCEPT COMMUNICATIONS WORKERS OF AMERICA'S INITIAL BARGAINING PROPOSAL TO SANTA ANA UNIFIED SCHOOL DISTRICT FOR 2017-18 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to accept the Communications Workers of America's (CWA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2017-18 school year.

- 5.0 ADOPTION OF CORE CONNECTIONS BY COLLEGE PREPARATORY MATHEMATICS EDUCATIONAL PROGRAM FOR SECONDARY MATH INSTRUCTION PROGRAM

It was moved by Dr. Alvarez, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt the Core Connections by College Preparatory Mathematics Education Program for the Secondary Math Instructional Program.

- 6.0 ADOPTION OF MATH EXPRESSIONS BY HOUGHTON MIFFLIN HARCOURT FOR ELEMENTARY MATH INSTRUCTIONAL PROGRAM

It was moved by Dr. Alvarez, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt the Math Expressions by Houghton Mifflin Harcourt for the Elementary Math Instructional Program.

7.0 RECOMMENDATION FOR 28-DAY REVIEW OF HIGH SCHOOL ADVANCED PLACEMENT EUROPEAN HISTORY TEXTBOOK

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to recommend a 28-day review of the high school Advanced Placement European History textbook.

8.0 RECOMMENDATION FOR 28-DAY REVIEW OF HIGH SCHOOL ADVANCED PLACEMENT WORLD HISTORY TEXTBOOK

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to recommend a 28-day review of the High School Advanced Placement World History textbook.

9.0 RECOMMENDATION FOR 28-DAY REVIEW OF HIGH SCHOOL ADVANCED PLACEMENT U.S. HISTORY TEXTBOOK

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to recommend a 28-day review of the high school Advanced Placement U.S. History textbook.

10.0 RECOMMENDATION FOR 28-DAY REVIEW OF ILIT-45 AND ILIT-ELL BY PEARSON FOR INTERMEDIATE SUPPLEMENTAL ENGLISH LANGUAGE DEVELOPMENT AND INTENSIVE INTERVENTION PROGRAMS

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to recommend a 28-day review of the iLit-45 and iLit-ELL by Pearson for the Intermediate English Language Development and Intensive Intervention programs.

11.0 RECOMMENDATION FOR 28-DAY REVIEW OF SIGNING NATURALLY LEVEL 2 TEXTBOOK

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to recommend a 28-day review of the Signing Naturally Level 2 textbook.

12.0 APPROVAL OF AGREEMENTS WITH NEUTRAL GROUND, ORANGE COUNTY ASIAN PACIFIC ISLANDER COMMUNITY ALLIANCE, ORANGE COUNTY DEPARTMENT OF EDUCATION, PROJECT KINSHIP, AND SANTA ANA UNIFIED SCHOOL DISTRICT FOR 2017-18 SCHOOL YEAR

Action to this item taken earlier in meeting.

13.0 APPROVAL OF MIGRANT EDUCATION DISTRICT SERVICE AGREEMENT FOR 2017-18 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 5-0, to approve the Migrant Education District Service Agreement for 2017-18 School Year.

14.0 APPROVAL OF AGREEMENT WITH PADRES UNIDOS FOR 2017-18 SCHOOL YEAR

This item tables, no action taken.

- 15.0 APPROVAL OF RENEWAL AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION SAFE SCHOOLS AND SUPPORT SERVICES FOR MENTAL HEALTH SUPPORT FOR 2017-18 SCHOOL YEAR

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to approve the renewal agreement with the Orange County Department of Education Safe Schools and Support Services for mental health support for the 2017-18 school year.

- 16.0 AUTHORIZATION TO RENEW ANNUAL LISTING OF AGREEMENTS/CONTRACTS WITH SANTA ANA UNIFIED SCHOOL DISTRICT AND VARIOUS CONSULTANTS SUBMITTED FOR 2017-18 FISCAL YEAR

It was moved by Dr. Rodriguez, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to authorize staff to renew the annual listing of agreements/contracts with the Santa Ana Unified School District and various consultants for the 2017-18 fiscal year.

- 17.0 AUTHORIZATION TO AWARD BID FOR ASPHALT PROJECTS AND REPAIRS TO J B BOSTICK COMPANY, INC.

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 5-0, to authorize staff to award a bid to J B Bostick Company, Inc., pursuant to Bid No. 18-17 for asphalt projects and repairs Districtwide.

- 18.0 AUTHORIZATION TO AWARD BID FOR FENCING PROJECTS AND REPAIRS TO GOLD COAST FENCE

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 5-0, to authorize staff to award a bid to Gold Coast Fence, Inc., pursuant to Bid No. 14-17 for fencing projects and repairs Districtwide.

- 19.0 AUTHORIZATION TO AWARD A CONTRACT FOR FITNESS EQUIPMENT INSTALLATION AT LORIN GRISET ACADEMY AND ADVANCED LEARNING ACADEMY EXPANSION

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to authorize staff to award a contract to T.J. Janca Construction, Inc. for Fitness Equipment Installation at Lorin Griset Academy and Advance Learning Academy expansion.

- 20.0 AUTHORIZATION TO AWARD BID FOR KITCHEN EQUIPMENT FOR NUTRITION SERVICES

By A Vote of 5-0, The Board took action to table this item.

Motion: Ms. Amezcua Second: Dr. Rodriguez

- 21.0 AUTHORIZATION TO AWARD BID FOR THE PURCHASE OF MAILING EQUIPMENT AND SOFTWARE TO BLAZER COMMUNICATIONS

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to authorize staff to award a bid to Blazer Communications for the purchase of mailing equipment and software, pursuant to Bid No. 13-17.

22.0 APPROVAL OF AGREEMENTS FOR DISTRICT LEGAL SERVICES FOR VARIOUS DEPARTMENTS FOR 2017-18 FISCAL YEAR

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to approve the agreements for District legal services for the 2017-18 fiscal year with Atkinson, Andelson, Loya, Ruud & Romo; Artiano, Shinoff, Abed, Blumenfeld, Carelli, Kostic, Sleeth, & Wade; APC Law Firm; Orbach, Huff, Suarez & Henderson; Garcia, Hernandez, Sawhney, LLP; Richard D. Jones a Professional Law Corporation dba Jones & Mayer; Attar and Jamoo, Attorneys at Law; Declues, Burkett & Thompson, LLP Law Firm and S. Daniel Harbottle dba Harbottle Law Group.

23.0 APPROVAL OF AGREEMENT WITH PRIEST CONSTRUCTION SERVICES, INC. TO PROVIDE DIVISION OF STATE ARCHITECT INSPECTOR SERVICES FOR BID PACKAGE NO. 1 - TEMPORARY AND PERMANENT KITCHEN AT SANTA ANA HIGH SCHOOL

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 5-0, to approve the agreement with Priest Construction Services, Inc. to provide Division of State Architect inspector services for Bid Package No. 1 - Temporary and Permanent Kitchen at Santa Ana High School.

24.0 APPROVAL OF AGREEMENT WITH PRIEST CONSTRUCTION SERVICES, INC. TO PROVIDE DIVISION OF STATE ARCHITECT INSPECTOR SERVICES FOR THE ADMINISTRATIVE BUILDINGS A AND A-1 ASSOCIATED SITE WORK AT THE MITCHELL CHILD DEVELOPMENT CENTER - PHASE 3 (FINAL PHASE)

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 5-0, to approve the agreement with Priest Construction Services, Inc. to provide Division of State Architect inspector services for the Administrative Buildings A and A-1 Associated Site Work at the Mitchell Child Development Center - Phase 3 (Final Phase).

25.0 APPROVAL OF AGREEMENT WITH DLR GROUP FOR ARCHITECTURAL SERVICES FOR A PORTABLE-TO- PERMANENT (P2P) BUILDING AT MUIR FUNDAMENTAL ELEMENTARY SCHOOL

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to approve the agreement with DLR Group for Architectural services for a new P2P classroom building at Muir Fundamental Elementary School.

26.0 APPROVAL OF AGREEMENT WITH GHATAODE BANNON ARCHITECTS FOR ARCHITECTURAL SERVICES FOR PORTABLE KITCHEN AND ADMINISTRATION BUILDINGS AT ADVANCED LEARNING ACADEMY AND EDWARD B. COLE ACADEMY

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to approve the agreement with Ghataode Bannon Architects for architectural services for portable kitchen and administration buildings at Advanced Learning Academy and Edward B. Cole Academy.

- 27.0 APPROVAL OF AGREEMENT WITH GHATAODE BANNON ARCHITECTS FOR ARCHITECTURAL SERVICES FOR RELOCATING HEAD START PORTABLES AT ROOSEVELT ELEMENTARY SCHOOL

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to approve the agreement with Ghataode Bannon Architects for Architectural services for relocating Head Start at Roosevelt Elementary School.

- 28.0 APPROVAL OF AGREEMENT WITH LENTZ MORRISSEY ARCHITECTURE FOR ARCHITECTURAL SERVICES FOR A STAGE LIFT AT VALLEY HIGH SCHOOL

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to approve the agreement with Lentz Morrissey Architecture for architectural services for a lift at Valley High School.

- 29.0 APPROVAL OF AGREEMENT WITH LENTZ MORRISSEY ARCHITECTURE FOR ARCHITECTURAL SERVICES FOR DISTRICT-WIDE SINGLE POINT OF ENTRY AND OCCUPANCY MASTER PLAN AND ARCHITECTURAL PLANS

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to approve the agreement with Lentz Morrissey Architecture for architectural services to design a District-wide single point of entry and occupancy determination.

- 30.0 APPROVAL OF AGREEMENT WITH RUHNAU CLARKE ARCHITECTS FOR ARCHITECTURAL SERVICES FOR KITCHEN RENOVATION PROJECTS

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to approve the agreement with Ruhnau Clarke Architects for architectural services to renovate the kitchen at Segerstrom and Saddleback High Schools.

- 31.0 APPROVAL OF FACILITIES AGREEMENT BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND EDWARD B. COLE, SR. ACADEMY CHARTER SCHOOL

It was moved by Dr. Alvarez, seconded by Ms. Amezcua, and carried 5-0, to approve the Prop. 39 Facilities Use Agreement between Santa Ana Unified School District and Edward B. Cole, Sr. Academy Charter School for the 2017-18 school year.

- 32.0 APPROVAL OF NEW/RENEWAL OF MEMBERSHIP IN ORGANIZATIONS FOR 2017-18 FISCAL YEAR

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to approve the new/renewal of membership in organizations for 2017-18 fiscal year, and authorize staff to present purchase orders for new/renewals of memberships.

- 33.0 ADOPTION OF RESOLUTION NO. 16/17-3183 - APPROVAL OF A MITIGATED NEGATIVE DECLARATION REPORT FOR THE ADVANCED LEARNING ACADEMY EXPANSION LOCATED AT THE FORMER REMINGTON ELEMENTARY SCHOOL 1325 E. FOURTH ST., SANTA ANA

This item pulled, no action taken.

- 34.0 ADOPTION OF RESOLUTION NO. 16/17-3184 - INTENT TO GRANT A SECOND EASEMENT TO THE ORANGE COUNTY WATER DISTRICT FOR CONSTRUCTION OF A GROUNDWATER MONITORING WELL AT THE HERITAGE MUSEUM SITE

It was moved by Dr. Alvarez, seconded by Ms. Iglesias, and carried 5-0, to adopt Resolution No. 16/17-3184 to declare intent to grant a second easement to the Orange County Water District for construction of a groundwater monitoring well at the Heritage Museum site.

- 35.0 ADOPTION OF RESOLUTION 16/17-3191 - PROCLAIMING JUNE 7, 2017 AS NATIONAL PARENTS' DAY IN SANTA ANA UNIFIED SCHOOL DISTRICT

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to adopt Resolution No. 16/17-3191 to adopt Resolution No. 16/17-3191 proclaiming June 7, 2017 as National Parents' Day in the Santa Ana Unified School District.

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)

- 36.0 BOARD POLICY (BP) 1230 - SCHOOL-CONNECTED ORGANIZATIONS (NEW: FOR ADOPTION)

It was moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to adopt the new Board Policy (BP) 1230 - School-Connected Organizations.

- 37.0 BOARD POLICY (BP) 1260 - EDUCATIONAL FOUNDATION (NEW: FOR ADOPTION)

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to adopt the new Board Policy (BP) 1260 - Educational Foundation.

- 38.0 BOARD POLICY (BP) 4000 - CONCEPTS AND ROLES IN PERSONNEL (REVISED: FOR ADOPTION)

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to adopt the revised Board Policy (BP) 4000 - Concepts and Roles in Personnel.

- 39.0 BOARD POLICY (BP) 4112.8, 4212.8, 4312.8 - EMPLOYMENT OF RELATIVES AND IMMEDIATE FAMILY (REVISED: FOR ADOPTION)

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to adopt the revised Board Policy (BP) 4112.8, 4212.8, 4312.8 - Employment of Relatives and Immediate Family.

Ms. Iglesias left the regular Board meeting at 11:56 p.m.

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)

- 40.0 BOARD POLICY (BP) 3550 - FOOD SERVICE/CHILD NUTRITION PROGRAM (REVISED: FIRST READING)

First reading, no action required.

41.0 BOARD POLICY (BP) 3551 - FOOD SERVICE OPERATIONS/CAFETERIA FUND (REVISED: FIRST READING)

First reading, no action required.

42.0 BOARD POLICY (BP) 3552 - SUMMER MEAL PROGRAM (NEW: FIRST READING)

First reading, no action required.

43.0 BOARD POLICY (BP) 3554 - OTHER FOOD SALES (REVISED: FIRST READING)

First reading, no action required.

44.0 BOARD POLICY (BP) 3555 - NUTRITION PROGRAM COMPLIANCE (NEW: FIRST READING) BOARD REPORTS

First reading, no action required.

BOARD AND STAFF REPORTS/ACTIVITIES

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned in memory of Mia Christina Brooklyn Carrillo at 11:39 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, June 13, 2017, at 6:00 p.m.

ATTEST:

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

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 23, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS 2016-17					
Adams, Jeffrey	Teacher	Transition Programs	June 15, 2017		Retirement - 28 years
Batchelor, Lorraine	Teacher	Special Education	June 22, 2017		Retirement - 33 years
Bowen, Mitchell	Teacher	Sepulveda	June 22, 2017		Retirement - 11 years
Cannata, Ernie	Teacher	Godinez	June 22, 2017		Retirement - 27 years
Christensen, Alicia	Teacher	Hoover	June 22, 2017		Retirement - 25 years
Oxx, Gerry	Counselor	Godinez	June 22, 2017		Retirement - 28 years
Palmer, Linda R.	Teacher	Santiago	June 22, 2017		Retirement - 18 years
Swentek, Guy	Teacher	Wilson	June 22, 2017		Retirement - 18 years
Tye, Deborah	Teacher	Davis	June 22, 2017		Retirement - 18 years
CHANGE IN CONTRACT LENGTH 2016-17					
Sanchez, Rudy	Home Teacher	Health/Home-Hospital Instruction	March 15, 2017	June 22, 2017	From 48% to 100% contract

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 23, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTE HOME TEACHER 2016-17					
Numagami, Raymond	Home Teacher	Health/Home-Hospital Instruction	February 7, 2017	June 21, 2017	If and as needed basis
SPRING SPORTS 2016-17					
Echaves, Michael	Head Coach	Godinez	2016-17		Football
Espinosa, Emilio	Assistant Coach	Godinez	2016-17		Football
Gomeztrejo, Fred	Assistant Coach	Godinez	2016-17		Football
Watts, Matthew	Assistant Coach	Godinez	2016-17		Football
WINTER AND SPRING SPORTS 2016-17					
Colazas, William	Assistant Coach	Segerstrom	2016-17		Surf
Pfeifer, Thomas	Assistant Coach	Segerstrom	2016-17		Surf
EXTENDED WORK YEAR 2016-17					
Pedroza, Sommer	Interim Program Specialist	Health/Home-Hospital Instruction	June 23, 2017	June 30, 2017	6 Additional Days
DEPARTMENT CHAIRS 2016-17					
Benporat, Haya		Chavez	2016-17		Science

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - May 23, 2017**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2016-17					
Wilson, Joe		Segerstrom	2016-17		OCAD
PARTIAL CONTRACTS 2017-18					
Aguilar-Ramirez, Guadalupe	Teacher	Segerstrom	August 11, 2017		60% Continuing Contract
Allen, Christine	Program Specialist	Special Education	July 1, 2017		50% Continuing Contract
Blash, Megan	Teacher	Godinez	August 11, 2017		80% Continuing Contract
Corell, Julie	Speech and Language Pathologist	Speech Department	August 11, 2017		80% Continuing Contract
Galaviz, Lucero	Teacher	Lorin	August 11, 2017		40% Continuing Contract
Hefner, Anne	Speech and Language Pathologist	Speech Department	August 11, 2017		50% Continuing Contract
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	August 11, 2017		60% Continuing Contract
Johnson, Deija	Teacher	Special Education	August 11, 2017		80% Continuing Contract
Maeda, Eileen	Teacher	Visual and Performing Arts	August 11, 2017		80% Continuing Contract

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 23, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
PARTIAL CONTRACTS 2017-18 (Continued)					
Maffetore, Meredith	Program Specialist	Special Education	July 1, 2017		50% Continuing Contract
Nguyen, Dana	Teacher	Santa Ana	August 11, 2017		80% Continuing Contract
Orrante, Rebecca	Speech and Language Pathologist	Speech Department	August 11, 2017		90% Continuing Contract
Rezvani, Niloufar	Psychologist	Psychological Services	August 9, 2017		75% Continuing Contract
Rodriguez-Thomas, Rocio	Teacher	Santa Ana	August 11, 2017		60% Continuing Contract
Skelton, Susan	Psychologist	Psychological Services	August 9, 2017		90% Continuing Contract
Smith, Gladys	Nurse	Child Development	August 11, 2017		40% Continuing Contract
Spearman, Suzanne	Psychologist	Psychological Services	August 9, 2017		75% Continuing Contract
York, Jennifer	Teacher	Godinez	August 11, 2017		40% Continuing Contract
SHARED CONTRACTS 2017-18					
Cardenas, Jennifer	Teacher	Esqueda	August 11, 2017		80% Contract
Frederick, Carolyn	Teacher	Esqueda	August 11, 2017		20% Contract

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 23, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SHARED CONTRACTS 2017-18 (Continued)					
Ledergerber, Amber	Teacher	Esqueda	August 11, 2017		50% Contract
Pilla, Julia	Teacher	Esqueda	August 11, 2017		50% Contract
Mouat, Amy	Teacher	Fremont	August 11, 2017		50% Contract
Wellikson, Leah	Teacher	Fremont	August 11, 2017		50% Contract
Loo, Erin	Teacher	Fremont	August 11, 2017		60% Contract
Nguyen, Thuc	Teacher	Fremont	August 11, 2017		40% Contract
Mauga, Nicholl	Teacher	Greenville	August 11, 2017		40% Contract
Simon, Tracy	Teacher	Greenville	August 11, 2017		60% Contract
Galindo-Werner, Lisa	Teacher	Hoover	August 11, 2017		40% Contract
Hackett, Jeanne	Teacher	Hoover	August 11, 2017		60% Contract
Hagmann, Jennifer	Teacher	Muir	August 11, 2017		50% Contract
Kenyon, Allison	Teacher	Muir	August 11, 2017		50% Contract
Rowen, Stacey	Teacher	Muir	August 11, 2017		50% Contract
Sebens, Amber	Teacher	Muir	August 11, 2017		50% Contract
Dickey, Melissa	Teacher	Roosevelt	August 11, 2017		50% Contract
Hall, Jannette	Teacher	Roosevelt	August 11, 2017		50% Contract

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 23, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SHARED CONTRACTS 2017-18 (Continued)					
Lemberger, Diane	Teacher	Roosevelt	August 11, 2017		40% Contract
Sherman, Colleen	Teacher	Roosevelt	August 11, 2017		60% Contract
Bornhop, Mary	Teacher	Roosevelt	August 11, 2017		40% Contract
Raya, Erin	Teacher	Roosevelt	August 11, 2017		60% Contract
Call, Brenda	Teacher	Walker	August 11, 2017		65% Contract
Kinan, Karen	Teacher	Walker	August 11, 2017		35% Contract
Espinoza, Carolina	Teacher	Walker	August 11, 2017		20% Contract
Ly, Alyssa	Teacher	Walker	August 11, 2017		80% Contract
Deems, Lindsey	Teacher	Washington	August 11, 2017		80% Contract
Kretzschmar, Jeanne	Teacher	Washington	August 11, 2017		20% Contract
CHANGE IN CONTRACT LENGTH 2017-18					
Arvizu, Virginia	Teacher	Taft	August 11, 2017		From 40% to 100%
Guthrie, Bryan	Psychologist	Psychological Services	August 9, 2017		From 90% to 100%
Hishiki, Ella	Speech and Language Pathologist	Speech Department	August 11, 2017		From 60% to 80%

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 23, 2017**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN CONTRACT LENGTH 2017-18 (Continued)					
Johnston, Colleen	Teacher	Taft	August 11, 2017		From 80% to 100%
Lopez, Amanda	Teacher	Mitchell	August 11, 2017		From 55% to 100%
Malczynski, Jan	Speech and Language Pathologist	Speech Department	August 11, 2017		From 75% to 100%
Prouty, Katrina	Speech and Language Pathologist	Speech Department	August 11, 2017		From 100% to 60%
Ryan, Brittny	Speech and Language Pathologist	Speech Department	August 11, 2017		From 20% to 40%
Ryan, Lisa	Psychologist	Psychological Services	August 9, 2017		From 100% to 60%
Schaefer, Alicia	Speech and Language Pathologist	Speech Department	August 11, 2017		From 100% to 60%
Scheid, Erin	Teacher	Taft	August 11, 2017		From 80% to 100%
Schulte, Janet	Speech and Language Pathologist	Speech Department	August 11, 2017		From 60% to 100%
Turner, Susy	Teacher	Mitchell	August 11, 2017		From 50% to 100%

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 23, 2017**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Flores, Patricia	District Safety Officer	Century	July 14, 2017			Personal - 31 years, 10 months
Samuels, Peggy	Inst Asst DHH Work Trng.	Godinez	June 21, 2017			Personal - 25 years, 8 months
RESIGNATIONS						
Castillo Reyes, Aleli	Licensed Vocational Nurse	Diamond	April 28, 2017			Personal - 1 year, 4 months
Favela, Crystal	SSP Sp. Ed.	Advanced Learning Academy	May 5, 2017			Personal - 1 year, 5 months
Feil, Sydney	After School IP	Advanced Learning Academy	May 29, 2017			Personal - 3 months
Garcia, Jacqueline	Licensed Vocational Nurse	Health/Home-Hospital Instr.	April 27, 2017			Personal - 7 months
Juarez, Zorayda	Licensed Vocational Nurse	Health/Home-Hospital Instr.	April 24, 2017			Personal - 11 months
Perez, Areli	Activity Supervisor	Heninger	June 16, 2016			Personal - 2 years, 9 months

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - May 23, 2017**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS (Continuation)						
Vasquez, Diana	Licensed Vocational Nurse	Washington	April 19, 2017			Personal - 9 months
ABSENCES (3 to 20 duty days) - Without Pay						
Anaya, Stephanie	F.d. Svc. Spvr Elem.	Nutrition Svcs.	April 20, 2017	May 17, 2017		Personal
Hass, Lindsey	Autism Paraprofessional	Mitchell	May 22, 2017	May 26, 2017		Personal
Macias, Ana	Autism Paraprofessional	Mitchell	April 26, 2017	May 19, 2017		Personal
NEW HIRES						
Avila, Stephanie	After School IP	After School Programs	May 8, 2017		16/1	Probationary
Avila Carbajal, Fatima	Activity Supervisor	Davis	May 9, 2017		10/1	
Belman, Cecilia	Activity Supervisor	Carver	May 1, 2017		10/1	
Echeverria, Francie	After School IP	After School Programs	May 2, 2017		16/1	Probationary
Martinez, Jessica	Activity Supervisor	Muir	May 1, 2017		10/1	
Menjivar, Xiomara	Licensed Vocational Nurse	Health/Home-Hospital Instruction	May 11, 2017		24/1	Probationary

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - May 23, 2017**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continuation)						
Meza, Betty	After School IP	After School Programs	May 3, 2017		16/1	Probationary
Morales Mancina, Emelia	Activity Supervisor	Jefferson	May 4, 2017		10/1	
Munivez, Hector	Teacher's Aide	ECE	May 10, 2017		10/1	Probationary
Nuñez, Vanessa	After School IP	After School Programs	May 15, 2017		16/1	Probationary
Orozco, Andrea	Teacher's Aide	ECE	May 15, 2017		10/1	Probationary
Roman, Nancy	After School IP	After School Programs	May 2, 2017		16/1	Probationary
ADDITIONAL ASSIGNMENT						
Vega, Guadalupe Jr.	After School IP	After School Programs	May 1, 2017		16/4	Probationary
TEMPORARY ASSIGNMENTS						
Ginez, Vanessa	From District Centrex Operator to Personnel Assistant	Human Resources	May 1, 2017	June 30, 2017	29/3	
Gonzalez, Olive	From Site Clerk to Sch. Off. Mgr. Elem.	Martin	March 27, 2017	June 11, 2017	28/3	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 23, 2017**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)						
	From Sch. Off. Asst. Sec. to Sch. Off. Mgr.					
Pedraza, Sandra	Inter.	Carr	May 4, 2017	May 11, 2017	28/5	
HOURLY APPOINTMENT						
Gomez, Cesar	Instr. Provider	After School Programs	May 5, 2017		16/1	
ATHLETIC SPECIALIST						
Heathington, Thomas	Asst. Football Coach	Godinez	May 29, 2017		\$28.04	

1 RESOLUTION NO. 16/17-3188

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 Approving Material Revision to Charter for
7 Advanced Learning Academy
8

9 WHEREAS, pursuant to the Charter School Act of 1992 (Ed. Code § 47600 et
10 seq.) the Governing Board of the Santa Ana Unified School District ("SAUSD" and/or
11 "District") is required to review and authorize creation and/or renewal of charter
12 schools and provide oversight to charter schools which it authorizes; and
13

14 WHEREAS, the Governing Board of SAUSD has approved the Charter ("Charter")
15 for Advanced Learning Academy ("ALA") with the current term running through hand
16 including June 30, 2020; and
17

18 WHEREAS, pursuant to the Charter Schools Act of 1992, material revisions to
19 a charter school's charter are governed by the standards and criteria applicable
20 to initial requests for a charter, including approval by the oversight agency, and
21 at the time of any material revision to a charter, the revised charter must
22 include a reasonably comprehensive description of any requirement applicable to
23 charter schools that was enacted into law after that charter was previously
24 granted/renewed; and
25

26 WHEREAS, on or about April 4th, 2017, ALA delivered to SAUSD a request for
27 material revisions to the ALA Charter with ALA's primary purpose in requesting the
28 revisions being changes in the grade-level span served by the school to include

1 | grades 9-12, and to add an second campus to accommodate said additional grades and
2 | students; and

3 |
4 | WHEREAS, in accordance with the Charter Schools Act of 1992, the revised
5 | Charter was brought ot the District Governing Board meeting of May 9th, 2017, at
6 | which time it was received by the District Governing Board, thereby commencing the
7 | timelines for District Governing Board action thereon; and

8 |
9 | WHEREAS, a public hearing on the provisions of the Charter was conducted on
10 | May 9th, 2017, pursuant to Education Code Section 47605, at which time the District
11 | Board considered the level of support for the material revisions to the Charter by
12 | teachers employed by the District, other employees of the District, and parents;
13 | and

14 |
15 | WHEREAS, based upon its review of the revised Charter, District staff has
16 | made a recommendation to the District Governing Board that the materially revised
17 | ALA Charter be approved;

18 |
19 | WHEREAS, the Governing board has fully considered the revised Charter and
20 | the recommendation provided by District staff.

21 |
22 | NOW, THEREFORE, BE IT RESOLVED:

- 23 | I. That the Governing Board of SAUSD finds the above listed recitals to be
24 | true and correct and incorporates them herein by this reference.
- 25 | II. That the governing Board of the Santa Ana Unified School District hereby
26 | approves the request for material revisions. The ALA Charter that the
27 | Governing Board is hereby approving is attached hereto as Exhibit "A."
28 |

RESOLUTION NO. 16/17-3184

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

RESOLUTION OF THE GOVERNING BOARD OF THE SANTA ANA UNIFIED SCHOOL DISTRICT
DECLARING ITS INTENTION TO GRANT AN EASEMENT TO THE ORANGE COUNTY WATER DISTRICT

WHEREAS, the Santa Ana Unified School District ("District") owns real property located at 3101 W. Harvard Street, Santa Ana, CA 92704 (A.P.N.: 408-021-01), commonly known as the Heritage Museum of Orange County ("District Property"); and

WHEREAS, the Orange County Water District, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended ("OCWD"), has indicated its intention to construct, operate, and maintain a below grade groundwater monitoring well and well system appurtenances, fencing, gates, new sink, irrigation for garden, and locks at the District Property, and has requested that the District grant certain portions over, under and through the District Property and necessary right-of-way thereto, as identified in Exhibit "A" attached hereto, in the form of a non-exclusive permanent easement, temporary construction easement, and maintenance easement (collectively, the "Easement"); and

WHEREAS, the proposed Easement that includes the description and location of the Easement is set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

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

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

WHEREAS, notice of the Governing Board's intent to grant the Easement ("Notice") shall be given pursuant to Education Code section 17558 by posting copies of this Resolution of Intent signed by the members of the Governing Board, or majority thereof, in three (3) public places in the District not less than ten (10) days before the date of the Public Hearing, and by publishing the Notice once not less than five (5) days before the date of the Public Hearing in a newspaper of general circulation, published in the District, if there is one, or if there is no such newspaper published in the District, then in an newspaper published in the county in which the District or any part thereof is situated and having a general circulation in the District; and

WHEREAS, the Public Hearing shall be held on June 13, 2017, Board meeting at 6:00 p.m., or as soon thereafter as the matter may be heard in the Santa Ana Unified School District Board Room, located at 1601 E. Chestnut Avenue, Santa Ana, CA 92701.

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

Section 1. The foregoing recitals are true and correct.

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Section 2. The real property upon which the Easement is to be located is not needed for school classroom buildings or educational purposes.

Section 3. The District intends to grant and convey the Easement.

Section 4. The Superintendent and Superintendent's designee is hereby authorized to provide public notice as required by Education Code section 17558.

Section 5. The District's Governing Board shall hold a public hearing on June 13, 2017, Board meeting at 6:00 p.m. at its regular place of meeting for a public hearing, or as soon thereafter as the matter may be heard and shall consider authorizing the grant and conveyance of the Easement from the District to OCWD in accordance with the Easement attached hereto as Exhibit "A."

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of 23rd day of May 2017.

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

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

NOES:

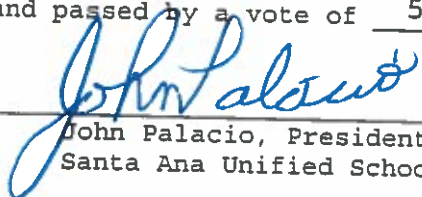
ABSENT

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 23rd day of May 2017, and passed by a vote of 5-0 of said Board.




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

May 23, 2017

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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 23rd day of May 2017, and passed by a vote of 5-0 of said Board.



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

RESOLUTION NO. 16/17-3191

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Proclamation Declaring June 7, 2017 as National Parents' Day

WHEREAS, parent participation and involvement increase student achievement;
and

WHEREAS, all families can, and do, contribute to their children's success,
and

WHEREAS, the home environment is a powerful influence, not only on how children
perform, but also on how far they go in their schooling; and

WHEREAS, the Board of Education of the Santa Ana Unified School District
recognizes that parents are critical contributors to student achievement; and

WHEREAS, Sunday, July 23, 2017 has been designated as National Parents' Day.

NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's
Board of Education declares Wednesday, June 7, 2017, as "National Parents' Day" in
the Santa Ana Unified School District and encourages all to celebrate this occasion.

The foregoing Resolution was considered, passed, and adopted by this Board at
its regular meeting of May 23, 2017.

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

By:



John Palacio

President of the Board of Education



Santa Ana Unified School District

BOARD POLICY NO: 1230

SUBJECT: School-Connected Organizations
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Accounting

EFFECTIVE: 5/23/2017
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: 5/23/2017

RESPONSIBLE OFFICE(S): Business Services, Accounting

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: 5/23/2017

RESPONSIBLE OFFICE(S): Business Services, Accounting

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



Santa Ana Unified School District

BOARD POLICY NO: 1260

SUBJECT: Educational Foundation

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 5/23/2017

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: 5/23/2017

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



Santa Ana Unified School District

BOARD POLICY NO: 1260

SUBJECT: Educational Foundation

CATEGORY: Business and Non-Instructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting

EFFECTIVE: 5/23/2017

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

RESPONSIBLE OFFICE(S): Business Services, Accounting

EFFECTIVE: 5/23/2017

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

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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



Santa Ana Unified School District

BOARD POLICY NO: 4000

SUBJECT: Concepts and Roles in Personnel
CATEGORY: Personnel
RESPONSIBLE OFFICE(S): Human Resources

EFFECTIVE: 5/23/2017
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 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.



Santa Ana Unified School District

BOARD POLICY NO: 4112.8/4212.8/4312.8

SUBJECT: Employment of Relatives and Immediate Family

EFFECTIVE: 5/23/2017

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 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.

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: 5/23/2017

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.

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

MINUTES

SPECIAL MEETING
SANTA ANA BOARD OF EDUCATION

June 6, 2017

CALL TO ORDER

The meeting was called to order at 5:44 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua, Ms. Iglesias, Dr. Alvarez, and Dr. Rodriguez.

Dr. Phillips opened with an introduction to the Special Board meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Board Member Alvarez.

PUBLIC PRESENTATIONS

There were no individual speakers.

PRESENTATION

Local Control Accountability Plan (LCAP) and Budget Priority Planning

Ms. Douglas, Assistant Superintendent, Business Services provided the Board with an update related to the May Revise, State and Federal Budget. She referenced reductions in ASES afterschool programs and Head Start.

RECESS

The Special Board meeting was recessed at 6:15 p.m. to consider Public Presentations.

PUBLIC PRESENTATIONS

Jose Contreras, Christine Contreras, and Yovana Elmis addressed the Board related to student issues.

PRESENTATION

Local Control Accountability Plan (LCAP) and Budget Priority Planning

Dr. Jimenez, Assistant Superintendent, K-12 Teaching and Learning continued with the presentation by providing the Board with recommendations and identifying priorities. Ms. Pueblos, Assistant Superintendent, K-12 School Performance and Culture summarized LCAP Goals 2 and 3.

ADJOURNMENT

After Board discussion, the Special Board meeting was adjourned at 9:06 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, June 13, 2017, at 6:00 p.m.

ATTEST:

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

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval to Reschedule Regular Meeting of Board of Education from August 22, 2017 to August 23, 2017**

ITEM: **Consent**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to reschedule the regular meeting of the Board of Education from Tuesday, August 22, 2017 to Wednesday, August 23, 2017.

RATIONALE:

The Board of Education may exercise its option to reschedule Board meetings, due to reasons beyond our control. Changes to Board meetings dates require official action.

This is the time of year when many employees take vacation, changing this date will allow for staff members to prepare agenda items and be in attendance.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the rescheduling of regular meeting of the Board of Education from August 22, 2017 to August 23, 2017.

SPP/cg

AGENDA ITEM BACKUP SHEET
June 13, 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:
<p>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.</p>

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 - June 13, 2017

School/Department:	Gift:	Amount:	Donor:	Used for:
Kennedy Elementary		\$10,000	Mariners Church Ms. Meredith Miyake Irvine	Teachers, parents, and students recognitions
Saddleback High		\$1,000	Vietnam Veterans of America, Inc. Mrs. Maria T. Solis-Martinez Yorba Linda	NJROTC Program
Santa Ana Unified School District	Personal hygiene products, blankets, detergent, sunscreen, gloves, hats, and socks	\$1,500	Santa Ana Assistance League Mrs. Denise Fear Project Lead Santa Ana	McKinney-Vento Homeless Children and Youth
Santa Ana Unified School District	Laundry detergent, dryer softeners, laundry bags	\$1,000	Santa Ana Assistance League Mrs. Maggie Hogan Project Lead Santa Ana	McKinney-Vento Homeless Children and Youth
Santa Ana Unified School District		\$200	Cooperative Strategies, LLC Mr. Larry Ferchaw Partner Irvine	District-wide Staff Appreciation Day
Santa Ana Unified School District		\$200	Ninyo and Moore Mr. Andy Rodriguez Project Manager Irvine	District-wide Staff Appreciation Day
Santa Ana Unfied School District		\$250	All American Inspection, Inc. Ms. Stacy Douglas President Carlsbad	District-wide Staff Appreciation Day
Santa Ana Unified School District		\$1,500	Atkinson, Andelson, Loya, Ruud and Romo Mr. Darrell S. Uran Director of Marketing Cerritos	District-wide Staff Appreciation Day

School/Department:	Gift:	Amount:	Donor:	Used for:
Santa Ana Unified School District		\$750	Sandy Pringle Associates Inspection Consultants Ms. Sandy Pringle President Torrance	District-wide Staff Appreciation Day
June 13,2017 donations		\$16,400		
2017 Total donations	\$178,690	\$195,090		

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

DH:lr

AGENDA ITEM BACKUP SHEET
June 13, 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>1</u> • Eligible to reapply: <u>06/13/18</u> • Placement: <u>REACH Academy</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: June 13, 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.	332529	Willard/8	N, .2	2A	REACH Academy	06/13/18

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

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

EXPULSION RECOMMENDATIONS

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

AGENDA ITEM BACKUP SHEET

June 13, 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:
<p>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.</p>

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
 RECOMMENDED FOR APPROVAL - June 13, 2017

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 1-3, 2017 (Thursday - Saturday) Ratification	Segerstrom High School CIF State Track and Field Championships Veterans Memorial Stadium Clovis, CA	\$587.00 per student (s) (cost paid by District Discretionary funds)	2	2
June 1-3, 2017 (Thursday - Saturday) Ratification	Valley High School CIF State Track and Field Championships Veterans Memorial Stadium Clovis, CA	\$553.00 per student (s) (cost paid by District Discretionary funds)	1	4

<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

- ITEM:** Request of extended field trip for Segerstrom High School student athletes to compete in the CIF State Track and Field Championships at Veteran's Memorial Stadium at Buchanan High School in Clovis, California on June 1-3, 2017.
- OVERVIEW:** Segerstrom High School is requesting their student athletes to compete in the CIF State Track and Field Championships in Clovis, California.
- RATIONALE:** Segerstrom High School has two athletes who have qualified to compete in the CIF State Track and Field Championships in Clovis, CA.
- PARTICIPANTS:** 2 students and 2 chaperones (1 certificated and 1 classified)
- COSTS:** \$587.00 per student - To include travel, lodging, and meals
- *FUNDING:** Cost paid by District Discretionary funds
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School student athletes to compete in the CIF State Track and Field Championships at Veteran's Memorial Stadium at Buchanan High School in Clovis, California on June 1-3, 2017.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for a Valley High School student athlete to compete in the CIF State Track and Field Championships at Veteran's Memorial Stadium at Buchanan High School in Clovis, California on June 1-3, 2017.
- OVERVIEW:** Valley High School is requesting their student athlete to compete in the CIF State Track and Field Championships in Clovis, California.
- RATIONALE:** Valley High School's Jose Sanchez has qualified to compete in the CIF State Track and Field Championships in Clovis, CA.
- PARTICIPANTS:** 1 student and 4 chaperones (all certificated)
- COSTS:** \$553.00 per student - To include travel, lodging, and meals
- *FUNDING:** Cost paid by District Discretionary funds
- RECOMMENDATION:** Approve the request of the extended field trip for a Valley High School student athlete to compete in the CIF State Track and Field Championships at Veteran's Memorial Stadium at Buchanan High School in Clovis, California on June 1-3, 2017.

* EC 35330

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

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Approval of California Interscholastic Federation League Representatives for 2017-18 School Year

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 California Interscholastic Federation (CIF) league representatives for the 2017-18 school year.

ITEM SUMMARY:
Education Code: 33353 gives the authority for high school athletics to high school governing boards.

RATIONALE:

Every year CIF obtains the names of league representatives to every league in the state. The CIF representatives must be designated by a school district or school governing board. After action by the Board the representative names will be sent to the CIF Southern Section (CIF-SS). The CIF-SS is the governing body for high school athletics in most of Southern California and is the largest of the ten sections that comprise the California Interscholastic Federation. The CIF governs interscholastic athletics, promoting equity, quality, character and academic development

LCAP goal 3.5 “Ensure access for low income pupils to the core instructional program by including, but not limited to, Positive Behavior Interventions and Supports training, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs.”

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the California Interscholastic Federation League Representatives for the 2017-18 school year.



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: ROGER L. BLAKE

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 21, 2017

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2017-2018**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.17) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 30, 2017 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2017-2018 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 30, 2017.**

Santa Ana Unified School District School District/Governing Board at its June 13, 2017 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2017-2018 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Century High School
NAME OF REPRESENTATIVE Matt Cavanaugh **POSITION** Athletic Director
ADDRESS 1401 S. Grand Ave. **CITY** Santa Ana **ZIP** 92705
PHONE 714-568-7000 **FAX** 714-568-7038 **E-MAIL** Matt.Cavanaugh@sausd.us

.....
NAME OF SCHOOL Godinez Fundamental High School
NAME OF REPRESENTATIVE Greg Coombs **POSITION** Athletic Director
ADDRESS 3002 Centennial Rd. **CITY** Santa Ana **ZIP** 92704
PHONE 714-433-6600 **FAX** 714-433-6731 **E-MAIL** Greg.Coombs@sausd.us

.....
NAME OF SCHOOL Saddleback High School
NAME OF REPRESENTATIVE Robert Thompson **POSITION** Athletic Director
ADDRESS 2802 S. Flower St. **CITY** Santa Ana **ZIP** 92707
PHONE 714-569-6300 **FAX** 714-569-6399 **E-MAIL** Robert.Thompson@sausd.us

.....
NAME OF SCHOOL Santa Ana High School
NAME OF REPRESENTATIVE Brian Lillie **POSITION** Athletic Director
ADDRESS 520 W. Walnut St. **CITY** Santa Ana **ZIP** 92701
PHONE 714-567-4900 **FAX** 714-567-4952 **E-MAIL** Brian.Lillie@sausd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. NOTE: League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Stefanie P. Phillips, Ed.D. Signature _____

Address 1601 E. Chesnut Ave. City Santa Ana Zip 92701

Phone 714-558-5805 Fax 714-480-5321

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

2017-2018 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 30, 2017.**

Santa Ana Unified School District School District/Governing Board at its June 13, 2017 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2017-2018 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Segerstrom High School
NAME OF REPRESENTATIVE Nick Canzone **POSITION** Athletic Director
ADDRESS 2301 W. MacArthur **CITY** Santa Ana **ZIP** 92704
PHONE 714-241-5000 **FAX** 714-241-5099 **E-MAIL** Nick.Canzone@sausd.us

.....
NAME OF SCHOOL Valley High School
NAME OF REPRESENTATIVE Terry Orabono **POSITION** Athletic Director
ADDRESS 1801 S. Greenville St. **CITY** Santa Ana **ZIP** 92704
PHONE 714-241-6410 **FAX** 714-241-6599 **E-MAIL** Terry.Orabona@sausd.us

.....
NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ **POSITION** _____
ADDRESS _____ **CITY** _____ **ZIP** _____
PHONE _____ **FAX** _____ **E-MAIL** _____

.....
NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ **POSITION** _____
ADDRESS _____ **CITY** _____ **ZIP** _____
PHONE _____ **FAX** _____ **E-MAIL** _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. NOTE: League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Stefanie P. Phillips, Ed.D. Signature _____

Address 1601 E. Chestnut Ave. **City** Santa Ana **Zip** 92701

Phone 714-558-5805 **Fax** 714-480-5321

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

CIF SECTION OFFICES

CIF CENTRAL SECTION

Jim Crichlow, Commissioner
P.O. Box 1567
Porterville, CA 93258
Phone: (559) 781-7586
Fax: (559) 781-7033

CIF OAKLAND SECTION

Alphonso Powell, Commissioner
900 High Street
Oakland, CA 94601
Phone: (510) 434-2218
Fax: (510) 434-3351

CIF CENTRAL COAST SECTION

Duane Morgan, Commissioner
6830 Via Del Oro, Suite 103
San Jose, CA 95119
Phone: (408) 224-2994
Fax: (408) 224-0476

CIF SAC-JOQUIN SECTION

Michael Garrison, Commissioner
P.O. Box 289
Lodi, CA 95241
Phone: (209) 334-5900
Fax: (209) 334-0300

CIF LOS ANGELES SECTION

John Aguirre, Commissioner
10660 White Oak Avenue, Suite 216
Granada Hills, CA 91344
Phone: (818) 767-0800
Fax: (818) 767-0802

CIF SAN DIEGO SECTION

Jerry Schniepp, Commissioner
2131 Pan American Plaza
San Diego, CA 92101
Phone: (858) 292-8165
Fax: (858) 292-1375

CIF NORTH COAST SECTION

Gil Lemmon, Commissioner
5 Crow Canyon Court, Suite 209
San Ramon, CA 94583
Phone: (925) 263-2110
Fax: (925) 263-2120

CIF SAN FRANCISCO SECTION

Don Collins, Commissioner
555 Portola Drive, Bungalow 2
San Francisco, CA 94131
Phone: (415) 920-5185
Fax: (415) 920-5189

CIF NORTHERN SECTION

Elizabeth Kyle, Commissioner
2241 St. George Lane, Suite 2
Chico, CA 95926
Phone: (530) 343-7285
Fax: (530) 343-5619

CIF SOUTHERN SECTION

Rob Wigod, Commissioner
10932 Pine Street
Los Alamitos, CA 90720
Phone: (562) 493-9500
Fax: (562) 493-6266

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of Head Start Self Assessment Corrective Action Plan for 2016-17 Program Year**

ITEM: **Consent**

SUBMITTED BY: **Alfonso Jimenez, E.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 Self Assessment Corrective Action Plan for 2016-17 program year, which complies with the federal regulations of the Performance Standards and Head Start Act. The regulations state the Self Assessment Corrective Action Plans and findings must be approved annually by the Board of Education. The self assessment reviews all program areas for compliance in the following areas: education, health, safety, nutrition, family and community partnerships, program design and management, and eligibility, recruitment, selection, enrollment, and attendance (ERSEA).

ITEM SUMMARY:

- Head Start Self Assessment Correction Action Plan for the 2016-17 program year.

RATIONALE:

Each year the Head Start program completes a self assessment and a corrective action plan must be developed. This self assessment is a review of all program areas and is different from the review completed by the Grantee of the Orange County Head Start which monitors for compliance and quality. It is a self review that ensures that the program is in compliance with federal regulations of the Head Start Act and Performance Standards.

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 Self Assessment Corrective Action Plan for the 2016-2017 program year.

AJ:CE:mo

**SANTA ANA UNIFIED SCHOOL DISTRICT-HEAD START
ANNUAL PROGRAM SELF-ASSESSMENT CORRECTIVE ACTION PLAN 2016-2017**

Program Design & Management **REVIEWER(S):** Charlotte S. Ervin, Diana Colwell

HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion
	In review of the personnel files staff had expired TB Test.	The Head Start Secretary will input all personnel information in the Child Plus data system which will be programmed to send reminders of expired events. Files will be reviewed by the Coordinator monthly.	Head Start Coordinator	July 31, 2017	July 31, 2017 Human Resources Tracking Sheet
HS Act.642 (d) (3)	Governance - There was no evidence that the SAUSD Board of Education had training on Shared Governance.	Training will be provided for Board Members on Head Start Shared Governance and their role governing the Head Start Program.	Head Start Coordinator	August 31, 2017	August 31, 2017 Training Agenda and Sign In Sheet

Mental Health **REVIEWER(S):** Charlotte Ervin, Martha Alarcon

HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion
1302.45	Mental Health referrals are completed and the services are being provided to the families and information is in Child Plus however, all documentation is not in the file at site.	Senior Administration Clerk will conduct site visits to ensure that all documentation is in the center file and in Child Plus.	Head Start Coordinator Assistant Coordinator of Education and Disabilities Senior Administration Clerk	June 30, 2017	June 30, 2017 Coordinator File Review

Policy Committee Approved May 23, 2017

SAUSD Board Approve June 13, 2017

**SANTA ANA UNIFIED SCHOOL DISTRICT-HEAD START
ANNUAL PROGRAM SELF-ASSESSMENT CORRECTIVE ACTION PLAN 2016-2017**

Nutrition/Health

REVIEWER(S): Charlotte Ervin, Martha Alarcon, Gladys Smith

HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion
1302.42	<p>Timely Health and Nutrition Follow-Up: For three centers, unable to determine if sufficient follow-up was conducted for missing health documents and health concerns. There was insufficient follow-up conducted for high BMIs.</p>	<p>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.</p>	Head Start Coordinator Nurse	June 30, 2017 Ongoing	June 30, 2017 Weekly Meeting Sign in Sheets Child Plus data notes and reports

Policy Committee Approved May 23, 2017

SAUSD Board Approve June 13, 2017

**SANTA ANA UNIFIED SCHOOL DISTRICT-HEAD START
ANNUAL PROGRAM SELF-ASSESSMENT CORRECTIVE ACTION PLAN 2016-2017**

Education **REVIEWERS: Paul Salazar, Victoria Velez, Veronica Santana, Maria Gonzalez**

HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion
CLASS Observation	CLASS Score is below the national average and contract in Instructional Support contract Agency score 2.33.	Training will be conducted on the CLASS Tool specifically in the areas of Instructional Support. Develop a system for classroom support to increase scores which will include mentor coaches.	Assistant Coordinator of Education and Disabilities	June 30, 2017 Ongoing	June 30, 2017 Training Sign In Sheets
Education	On the classroom individualization notes the indicators were not circled or missing information.	Individualization Notes are tuned into the Coordinators weekly for accuracy and completeness.	Assistant Coordinator of Education and Disabilities	June 30, 2017 Ongoing	June 30, 2017 Coordinator Tracking Sheet

Disabilities

REVIEWER(S): Paul Salazar, Charlotte S. Ervin

HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion
1303.75	There is not timely follow up and documentation on referrals sent to SAUSD-Child Find.	Senior Admin Clerk will be responsible for tracking and documenting services in Child Plus and ensuring that documentation is placed in the file at the center.	Assistant Coordinator of Education and Disabilities Senior Administration Clerk	June 30, 2017 Ongoing	June 30, 2017 Coordinator Tracking Sheet

Policy Committee Approved May 23, 2017

SAUSD Board Approve June 13, 2017

**SANTA ANA UNIFIED SCHOOL DISTRICT-HEAD START
ANNUAL PROGRAM SELF-ASSESSMENT CORRECTIVE ACTION PLAN 2016-2017**

Eligibility, Recruitment, Selection, Enrollment & Attendance

REVIEWER(S): Charlotte S. Ervin, Camha Bui

HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
PS 1302. 12	At one site absences were not being tracked to identify children that are below the 85% average daily attendance.	Community Workers will report absences to the Coordinator weekly and will address chronic absences.	Head Start Coordinator	June 30, 2017 Ongoing	June 30, 2017 Weekly Attendance Reports Staff Meeting Notes

Policy Committee Approved May 23, 2017

SAUSD Board Approve June 13, 2017

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of Participation Agreement with Audi of America Education Partnership Program for 2017-18 School Year**

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 approval of the participation agreement with Audi of America Education Partnership Program for the 2017-18 school year. The purpose of the program is to attract skilled student technicians to consider working for Audi brand dealerships. The partnership program will begin at Valley High School.

ITEM SUMMARY:

- Participate of the program must complete the Registration Form and the Letter of Agreement.
- The agreement provides Access to online training and a self-study program app for iPads.
- Teachers and students are invited to the Audi Learning Centers.
- The program will be implemented at Valley High School.

RATIONALE:

This agreement will provide students access to online training via the Audi of America (AoA) Academy Certification Resource Center, access to the elf-study program app for iPads, promotional posters and invitations to open houses at various Audi Learning Centers for school instructors and students. The AoA program will serve as a complement to our National Automotive Technician Education Foundation certified educational program, where students earn their Automotive Service Excellence certifications.

LCAP Goal 1.3: “Maintain partnership with institution of high education and community organizations that support desired student-learning outcomes.”

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the participation agreement with Audi of America Education Partnership Program for the 2017-18 school year.



Participation in Audi Education Partnership Program PREMIUM LEVEL

Audi of America, Inc. (“AoA”) has established the Audi Education Partnership Program to help meet the growing and predicted future demand for dealership technicians. The purpose of the Program is to attract skilled technicians to Audi brand dealerships across the country. The goal of the Program is to increase awareness of the Audi brand among students in the automotive program at each participating school.

Here is how the Program will work:

1. Schools (each a “School”) that wants to participate in this Program must first complete the Registration Form and the Letter of Agreement and return them to the local Audi field team (Area After Sales Manager). The Area After Sales Manager will then forward the documents to Matthew.Shepanek@audi.com.
2. Once the School has registered by completing the Registration Form and the Letter of Agreement, AoA will begin the process of providing the School access to the resources and equipment outlined in the Letter of Agreement.

Audi of America, Inc.
2200 Ferdinand Porsche Dr.
Herndon, VA 20171
+1 703 364 7000
www.audiusa.com



Registration Form

Page 2

95-6002823

Employer ID #

Valley High School

School Name

Don Isbell, Director, Career Technical Education/SAUSD

Name of School Contact Person

June 14, 2017

Date

1801 S. Greenville St.

Address

Address 2

Address 3

Santa Ana

City

CA

State

92704

Zip Code

(714) 241-6598

Phone

donald.isbell@sausd.us

Email

Signature



Letter of Agreement

Parties: Audi of America, Inc., an operating unit of Volkswagen Group of America, Inc. (“AoA”)

Page 3

Valley High School (“SCHOOL”)

Program Level	Primary Contact	Start Date	End Date
Premium	Dave Richey	June 14, 2017	

1. Except as outlined herein or as otherwise required by context herein, all defined terms in this Letter of Agreement shall have the meaning set forth in the Terms and Conditions attached hereto.
2. During the term of this Letter of Agreement (as outlined above), participation in the Program provides SCHOOL with access to Materials, outlined below, which may consist of publications, websites, meetings and other resources and services prepared by or provided by AoA:
 - a. Access to online training via the AoA Academy Certification Resource Center (CRC)
 - b. Access to the Self Study Program (SSP) App for iPads
 - c. Promotional Posters
 - d. Invitations to open houses at various Audi Learning Centers for SCHOOL instructors and students
3. In consideration of SCHOOL’s access to the resources and the transfer of the Equipment, SCHOOL agrees to the following:
 - a. Providing AoA a single point of contact at SCHOOL
4. In addition, SCHOOL agrees to the Terms and Conditions attached hereto.



[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned, being a duly authorized representative of each Party have executed this Letter of Agreement.

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SCHOOL

Audi of America, Inc., an operating unit of Volkswagen Group of America, Inc.

Signature
Tina Douglas

Signature

Printed Name

Printed Name

Assistant Superintendent, Business Services

Title

Title

June 14, 2017

Date

Date

Signature

Printed Name

Title

Date



TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern the Program (as defined below).

1. Definitions.

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In addition to the defined terms as otherwise contained in this document and associated Letter of Agreement, the following terms shall have the meanings specified herein unless the context otherwise requires. Defined terms herein shall include in the singular, the plural, and in the plural, the singular.

1.1 “Agreement” means these Terms and the Letter of Agreement. The provisions of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflicts between them. However, in the event of a conflict among the Agreement documents, the Agreement documents will have the following order of precedence, unless and only to the extent expressly provided to the contrary elsewhere: (a) Letter of Agreement; and (b) these Terms.

1.2 “Affiliate” means, with respect to either Party, any other entity directly or indirectly controlling (including, but not limited to, all employees, directors and officers of such entity), controlled or under direct or indirect common control with such Party. An entity shall be deemed to control a Party if such entity possesses, directly or indirectly, the power to direct or cause direction of the management and policies of such Party, whether through the ownership of voting securities, by contract or otherwise.

1.3 “AoA” means Audi of America, Inc., an operating unit of Volkswagen Group of America, Inc., a New Jersey corporation, with offices at 2200 Ferdinand Porsche Drive, Herndon, VA 20171.

1.4 “AoA Intellectual Property Rights” means all Intellectual Property Rights (i) in and to the AoA Property or (ii) otherwise owned by or licensed to AoA by its licensors.

1.5 “AoA Property” means all of the following, without limitation, created or owned by AoA or its Affiliates, or its licensors, whether pre-



existing or independently created during the Term: all Materials, software, URLs and links, databases, designs, algorithms, user interface designs, objects and documentation, network-design, know how, technology and source code and all portions, subsets or derivatives thereof, any improvements, modifications, upgrades or other changes thereto; and any and all derivative works created by AoA or its Affiliates. AoA Property shall not include Equipment.

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1.6 "Intellectual Property Rights" means all patents, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, rights in technology, know-how, or other intellectual property rights that are in each case protected under the laws of any governmental authority, whether or not registered, and all applications, renewals and extensions of the same.

1.7 "Letter of Agreement" means a written agreement, statement of work or order form between SCHOOL and AoA describing the Program.

1.8 "Materials" means any and all documents, information, virtual learning content, research, training manuals, templates, technical reports, report formats, research data, selection, assessment and survey content (including survey or test content and scoring protocols), websites, and/or any other materials provided by AoA as part of the Program. AoA reserves the right to update, replace, delete or modify Materials from time to time in its discretion. Materials shall not include Equipment.

1.9 "Program" means _____.

1.10 "SCHOOL" is the entity identified in the Letter Agreement that has elected to participate in the Program.

1.11 "SCHOOL Property" means any data, information, or other material provided by or on behalf of SCHOOL to AoA; provided, however, SCHOOL Property shall not include any AoA Property or AoA Intellectual Property Rights.



1.12 “Term” means the period of time that commences on the start date and ends on the end date as set forth in a Letter of Agreement for the participation in the Program.

2. Letter of Agreement. Each Letter of Agreement shall be subject to these Terms.

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3. Ownership and Intellectual Property

3.1 SCHOOL Property. SCHOOL shall retain exclusive ownership of all rights, title and interest in and to all SCHOOL Property provided to AoA.

3.2 AoA Property. SCHOOL acknowledges and agrees that AoA and its Affiliates or its licensors, as the case may be, shall retain exclusive ownership of all rights, title and interest in and to all AoA Property and AoA Intellectual Property Rights. SCHOOL acknowledges that its use of the AoA Property and AoA Intellectual Property Rights will not vest in SCHOOL any right, title or interest in or to the AoA Property or AoA Intellectual Property Rights other than the limited license rights granted under these Terms or a Letter of Agreement and all Intellectual Property Rights arising from such uses will be owned by AoA or its respective licensors.

3.3 License. During the Subscription Period, AoA grants SCHOOL a non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to access, use, reproduce and distribute (as applicable) the Materials solely for SCHOOL’s internal business purposes. Neither SCHOOL nor any individual user may sublicense, sell, transfer, assign to, display or otherwise make available the Materials to any third party, which shall not include the SCHOOL’s students and employees, without AOA’s written permission.

3.4 SCHOOL Responsibilities. SCHOOL is responsible for: (i) protecting against any unauthorized access to or use of, and (ii) compliance of those individuals allowed to access or use the Materials. SCHOOL shall notify AoA promptly of any unauthorized access to or use of the Materials.

3.5 Feedback. SCHOOL acknowledges and agrees that any suggestions, enhancement requests, recommendations, or other feedback (collectively, "Feedback") provided by SCHOOL or any of its users to AoA may be incorporated by AoA into the Program and/ or Materials, and shall be considered AoA Property. SCHOOL agrees to assign, and hereby assigns to AoA all right, title and interest in and to all Feedback, including the Intellectual Property Rights in the Feedback. SCHOOL shall sign or, as



applicable, cause its users and related persons to sign such instruments as AoA deems reasonably necessary for AoA to obtain and maintain such Intellectual Property Rights.

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4. No Warranty

THE MATERIALS ARE LICENSED TO SCHOOL AS IS, WHERE IS AND WITH ALL FAULTS. AOA MAKES NO, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR OF ANY OTHER SORT.

5. Indemnification

5.1 SCHOOL and AoA (each, the "Indemnifying Party") agree to indemnify, defend and hold harmless the other party, its Affiliates and their officers, directors, agents and employees, (each, an "Indemnified Party"), from and against any and all losses, damages, and expenses, including reasonable legal fees and expenses ("Losses"), incurred by the Indemnified Party as a result of any third party claim, demand, action or proceeding ("Claim"), arising out of or alleged to arise in any way out of any of the following:

5.1.1 The Indemnifying Party's breach of an applicable statute, rule or regulation; or

5.1.2 The Indemnifying Party's breach of these Terms or the Letter of Agreement.

5.2 Without limiting the foregoing, SCHOOL agrees to indemnify, defend and hold harmless AoA, its Affiliates, and their directors, officers, agents and employees (each an "AoA Indemnified Party") from and against any Losses incurred by the AoA Indemnified Party as a result of any Claim that arises out of or is alleged to arise in any way out of any SCHOOL Property provided by SCHOOL to AoA

6. Limitations of Liability

6.1 Except for a Party's indemnification obligations with respect third party claims or a Party's breach of its confidentiality obligations hereunder, neither Party shall be liable to the other Party for any special,



indirect, incidental, consequential or punitive damages, whether based in contract, warranty, or any other legal or equitable grounds.

6.2 AoA's total aggregate liability arising out of or in connection with its performance or contemplated performance under the Letter of Agreement or these Terms (whether based in tort, contract or otherwise) shall in no event exceed \$10,000.

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7. Confidential Information

7.1 As used herein, "Confidential Information" means any information typically regarded as confidential and proprietary that has been or may hereafter be disclosed or discovered in any form, whether in writing, orally, electronically, visually or otherwise, by AoA, its personnel or advisors, its Affiliates or the personnel or advisors of its Affiliates (each a "Representative") (collectively, the "Disclosing Party") to SCHOOL or its Representatives (collectively, the "Receiving Party") including all information relating generally or specifically to AoA's business, including, without limitation, patents, copyrights, inventions, designs, discoveries, improvements, formulae, product data, specifications and processes, trade secrets, customer lists and contacts, information on customer quantity and technical requirements, product pricing information, geographic and sales data, technical or commercial information, and financial information, information related to mergers or acquisitions, software, software documentation, and information concerning business plans or business strategy that is supplied to or obtained by SCHOOL pursuant to or as a result of these Terms or the Letter of Agreement and that is not generally known in the trade or industry.

7.2 The Receiving Party agrees that, both during the Term and after the termination of the Letter of Agreement, the Receiving Party will not disseminate, reveal or otherwise make available to any other person or entity, or use for its own purposes, any of the Confidential Information learned by it during the term of the Letter of Agreement regarding, but not limited to, trade secrets, advertising matters, ideas, plans, techniques, accounts, products, business, customers or methods of operation, except as otherwise required in the performance of its obligations under the Letter of Agreement or these Terms, or except as may be required by any law, court, legal process or other regulatory or



examining authorities (whether governmental or otherwise), or except information that becomes public through no violation by the Receiving Party of the Letter of Agreement or these Terms.

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7.3 If the Receiving Party is requested, as part of an administrative, judicial or other legal proceeding, to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will, to the extent permitted by applicable law, notify the Disclosing Party in writing of such request as promptly as practicable (and in any event within five (5) business days after receiving the request) and cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking a protective order or similar confidential treatment for such Confidential Information.

7.4 The provisions of this Section 7 will survive the termination of the Letter of Agreement for a period of three (3) years from the effective date of any such termination. Upon termination of the Letter of Agreement, all documents in SCHOOL's possession containing such Confidential Information must be returned to AoA or destroyed, as AoA may elect.

7.5 SCHOOL will comply with all AoA policies regarding data usage and security, and will execute any agreements or documents AoA may reasonably require to evidence such compliance.

8. Term; Termination

8.1 The term of the Letter of Agreement shall begin on the Start Date (as defined in the Letter of Agreement) and automatically expire on the End Date (as defined in the Letter of Agreement), unless extended by the mutual written agreement of the Parties.

8.2 Either Party may terminate a Letter of Agreement for cause if the other Party materially breaches any provision of the Letter of Agreement or these Terms and (i) either the breach cannot be cured or, (ii) if the breach is capable of being cured, it is not cured by the breaching party within thirty (30) days after the breaching party's receipt of written notice of such breach by the non-breaching party (stating the specific nature of the breach).



8.3 AoA may terminate the Letter of Agreement at any time, for any reason or no reason, be providing sixty (60) days' prior written notice to SCHOOL.

8.4 Upon the termination of the Letter of Agreement, or portion thereof: (i) all licenses granted by AoA pursuant to the Letter of Agreement or these Terms shall immediately terminate and (ii) SCHOOL shall immediately cease use of the Materials.

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9. Third Party Beneficiaries

These Terms and any applicable Letter of Agreement shall not confer any rights or remedies upon any third party.

10. Updates

AoA may from time to time make reasonable updates to these Terms; provided, however, any existing Letters of Agreement shall remain subject to the version of the Terms in effect as of the date of the Letter of Agreement until the expiration of the applicable term.

11. Relationship between the Parties

Nothing contained in the Letter of Agreement, these Terms or any related Program documentation shall be construed as creating any further contractual relationship between the Parties. SCHOOL's status is that of an independent party, and SCHOOL will not represent that it is, nor claim to be, acting in the capacity of an agent, representative or servant of AoA. SCHOOL will have no authority to create any obligation of any kind, whether express or implied, on behalf of AoA.

12. General Provisions

12.1 Complete Agreement. The Letter of Agreement and these Terms supersede all prior understandings and agreements of the Parties with reference to the matters set forth herein, and there shall be no modification or amendment of these Terms or the Letter of Agreement unless in writing signed by both Parties.

12.2 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, unenforceable, the



remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12.3 Assignment. The Letter of Agreement and any rights, duties or obligations under the Letter of Agreement or these Terms may not be assigned by SCHOOL without the prior written consent of AoA.

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12.4 Waiver. The waiver of AoA of any breach or violation of, or default under, any provision of the Letter of Agreement or these Terms will not operate as a waiver of such provision or of any subsequent breach or violation thereof or default thereunder. The failure or refusal of AoA to exercise any right or remedy will not be deemed a waiver or abandonment of that right or remedy.

12.5 Remedies. In the event of SCHOOL's breach or threatened breach of any provisions of the Letter of Agreement or these Terms, AoA reserves the right to seek any and all remedies available to it at law or in equity.

12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, except for its conflicts of laws provisions. Exclusive jurisdiction for litigation of any dispute or claim arising out of or related to this Agreement shall be in the state or federal courts located in Virginia, and the Parties hereby consent to such jurisdiction.

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of Memorandum of Understanding with Orange County Department of Education to Participate in the Carl D. Perkins Career and Technical Education for 2017-18 School Year**

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 approval of a Memorandum of Understanding (MOU) with the Orange County Department of Education to create a consortium to apply for Carl D. Perkins (Perkins) funding for the 2017-18 school year.

ITEM SUMMARY:

- This is an MOU between SAUSD and OCDE to establish a consortium.
- The MOU will allow OCDE to receive approximately \$7,000 in Perkins funding.
- SAUSD will utilize up to 5 percent of the consortium's annual Section 131 allocation for costs incurred in administering the annual grant award.

RATIONALE:

The purpose of this consortium is to allow the Orange County Department of Education (OCDE) to meet the minimum Perkins grant eligibility requirement of \$15,000. This consortium will allow the OCDE to receive approximately \$7,000 in Perkins funding it would otherwise not be eligible for. The Perkins grant funding for SAUSD is not negatively impacted in any way by participating in this consortium.

LCAP Goal 2.11: "Establishing partnerships that ensure student success."

FUNDING:

Revenue: \$350.00

Carl D. Perkins Grant Funds

RECOMMENDATION:

Approve the Memorandum of Understanding with the Orange County Department of Education to Participate in the Carl D. Perkins Career and Technical Education for the 2017-18 school year.

MEMORANDUM OF UNDERSTANDING
FOR A CONSORTIUM ESTABLISHED TO PARTICIPATE IN THE CARL D. PERKINS CAREER AND
TECHNICAL EDUCATION IMPROVEMENT ACT OF 2006 SECTION 131 (SECONDARY) FUNDS

Names of Consortium's Participating Local Educational Agencies (LEAs):

<u>Santa Ana Unified School District</u>	
<u>Orange County Department of Education</u>	

1. This consortium was established for the purpose of meeting the minimum grant (\$15,000) eligibility requirement of the Carl D. Perkins Career and Technical Education Improvement Act of 2006 Section 131 (secondary) funds. The consortium is comprised of the LEAs listed above. This agreement will become effective upon receipt of signatures of the Superintendent or Authorized Designee from each of the consortium's participating LEAs and will extend through the duration of the 2006 Act funding, or until revised or disbanded by the participating LEAs.
2. As the administrative agency for the consortium, Santa Ana Unified will receive and administer the consortium's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in the consortium will cooperate in the development of these documents and will provide timely responses to the consortium fiscal agent's request for information and data.
3. Each member of the consortium will submit the two annual online end-of-program-year accountability reports required of all LEAs participating in the Perkins funds: (a) the E-1 report which provides enrollment, academic and skill attainment (program completion), and school completion data on all Career Technical Education programs conducted by the LEA; and (b) the E-2 report which provides employment and/or postsecondary education placement data on the program completers reported on the E-1 report. The CDE will aggregate the report data submitted by individual consortium members into a single report for the consortium.
4. In accordance with Section 131(f)(2) of the 2006 Perkins Act, the consortium's annual allocated funds will be used only for purposes and programs that are: (a) mutually beneficial to all members of the consortium; and (b) only for the program improvement and student support activities presented in the consortium's 2008-12 local plan and annual applications approved by the CDE. No funds will be redistributed to individual members of the consortium for purposes or programs that are not available to all members of the consortium.
5. Santa Ana Unified School District will utilize up to 5 percent of the consortium's annual Section 131 allocation for costs incurred in administering the annual grant award.

As evidenced by the accompanying Superintendent or Authorized Designee signatures, each of the consortium's participating LEAs agrees to the conditions set forth in this Memorandum of Understanding:

<u>Santa Ana Unified School District</u> LEA Name	_____	_____
	Authorized Signature	Date
<u>Orange County Department of Education</u> LEA Name	_____	_____
	Authorized Signature	Date
_____	_____	_____
	Authorized Signature	Date
_____	_____	_____
	Authorized Signature	Date
_____	_____	_____
	Authorized Signature	Date

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of Memorandum of Understanding with Jet Propulsion Laboratory for June 19 through September 30, 2017**

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 approval of the memorandum of understanding with the Jet Propulsion Laboratory (JPL) for June 19 through September 30, 2017. This agreement will allow seven students to participate in the JPL Space Summer High School Internship Program (SpaceSHIP) at the National Aeronautics and Space Administration's (NASA) famed JPL Pasadena headquarters. This program will run from June 19 through August 11, 2017.

ITEM SUMMARY

- Eight-week engineering internship learning directly from NASA scientists.
- Extensive science research and project-based learning.
- Seven selected students from Godinez Fundamental, Santa Ana, and Segerstrom high schools will participate.

RATIONALE:

The JPL SpaceSHIP internship will provide an in-depth experience in the world of high-tech engineering. JPL reviewed twenty-seven applications and along with NASA scientists, selected students to interview. Seven students were selected, from the interview, for this highly-competitive summer internship. JPL SpaceSHIP is a high-expectations engineering and science-research internship experience for talented Science, Technology, Engineering, and Math (STEM) students that might not otherwise be aware of the career pathways that their academic performance allows.

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

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the memorandum of understanding with Jet Propulsion Laboratory for June 19 through September 30, 2017.

**Memorandum of Understanding
Between the
California Institute of Technology,
Jet Propulsion Laboratory
and the
Santa Ana Unified School District**

I. Parties

This Memorandum of Understanding (“MOU”) is entered into by the Santa Ana Unified School District (“SAUSD”), a unified public school district located at 1601 E. Chestnut Ave., Santa Ana, CA 92701-6322, and the California Institute of Technology (Caltech), a nonprofit educational institution incorporated in California, through its Jet Propulsion Laboratory (JPL), an operating division of Caltech and a Federally Funded Research and Development Center (FFRDC) located at 4800 Oak Grove Drive, Pasadena, California 91109.

II. Background and Purpose

This MOU is entered into for the purpose of providing career technical education and workplace skills to selected students of SAUSD (the “Students”) in connection with this internship program (the “Program”). Students will be placed with a mentor for eight weeks and participate in enrichment activities. Internships are an integral part of JPL’s investment in STEM education and future workforce.

III. Costs and Resources

Each party bears all costs and expenses incurred by it in performing or in connection with this MOU. There is no exchange of consideration. Each party provides its own equipment and facilities as necessary to implement the efforts described herein. Resources, including property, cannot be loaned or exchanged under this MOU.

The activities of JPL under this agreement are funded and are to be performed under Caltech's prime contract with NASA, contract NNN12AA01C. At this time, the JPL Task Order which supports this effort is No. NNN13D205T, entitled “JPL Technical Support for the Planning and Implementation of NASA Headquarters’ Education Portfolio.” If needed, this MOU may be supported by other appropriate sources in the future.

This MOU does not constitute a binding or exclusive obligation on either party. Nothing in this MOU will be construed as consent by either party to enter into a contract, subcontract or other business relationship.

IV. Description of Activities

- A. On an as-available, best-efforts basis, without warranties, without consideration and subject to the requirements of NNN12AA01C, the prime contract between Caltech and NASA, and at no charge to SAUSD, JPL will carry out the following activities:

1. JPL will designate and provide certain space (the "Premises") for the Program at facilities operated by JPL at no rent to SAUSD. The Premises will be available for SAUSD's use for the Program at such times as shall be mutually agreed upon by the parties hereto. Students will enter JPL's facilities only during the hours designated pursuant to this section and will confine themselves to the Premises at all times unless specifically directed otherwise by JPL.
 2. JPL will provide and maintain adequate workspace in the Premises for each Student, including the use of lavatories, as designated by JPL.
 3. JPL will be responsible for: (i) the preparation and distribution to SAUSD's staff and Students in the Program of such written rules and regulations regarding JPL policies and procedures as required by JPL, and (ii) the enforcement of JPL rules and regulations while SAUSD's staff and Students are on any JPL premises whether such rules and regulations are distributed by JPL or by SAUSD. JPL may ask SAUSD to remove from the Program any student who has violated JPL rules and regulations.
 4. JPL will provide necessary supplies and materials for the Student's use in connection with the Program. JPL may, upon the request of SAUSD, provide additional equipment and procedures for the use of such equipment as is appropriate to the Program, provided JPL has agreed to provide such equipment. SAUSD is liable for any loss or theft or damage of any such materials, equipment or supplies.
- B. On an as-available, best efforts basis, without warranties, without consideration and at no charge to JPL, SAUSD will carry out the following activities:
1. Students will not displace any regular paid JPL employee. Students are not employees of JPL and will not be employed, jointly-employed or compensated by JPL to perform tasks which are included as part of the Program while the Students are enrolled in the Program. Students participating in the Program will remain under the direction and control of SAUSD.
 2. SAUSD hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death therefrom) to all persons and all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with the Program. Except for willful acts of misconduct or gross negligence of JPL, SAUSD shall indemnify and hold JPL, its officers, agents and employees free and harmless from any and all expenses, claims or demands made from any and all liability, loss, damage or expense of any kind whatsoever, or death of or injury to persons, arising out of the Program. JPL shall not have any responsibility for or incur any liability regarding any Student or SAUSD's staff or any property of any Student or of SAUSD's staff except as specifically provided herein. In no event shall JPL be liable to SAUSD for any incidental, consequential, special or punitive damages arising out of or related to this Agreement.
 3. During the term of this Agreement, SAUSD shall maintain liability insurance with limits of not less than \$1 million per occurrence/\$3 million aggregate, as evidenced by a certificate of insurance naming Caltech/JPL as an additional insured by endorsement with a waiver of

subrogation. SAUSD shall also property damage, workers' compensation and such other insurance as JPL may require from time to time in its sole discretion.

4. SAUSD shall provide qualified staff for the purpose of supervising instruction and monitoring progress of the Students and shall be responsible for the actions of Students participating in the Program while on any JPL premises.

V. Education Code of California

SAUSD represents and warrants that the Program shall be conducted pursuant to Section 51769 of the Education Code of California and Sections 10090 and 10107, as applicable, of the California Administrative Code, Title 5.

VI. Rights in Inventions and Intellectual Property

The parties do not intend that the activities performed under this MOU will result in inventions or the creation of new intellectual property, but if any result, the parties understand that this MOU shall provide no rights or obligations between the parties with respect to any new or preexisting intellectual property. This MOU does not serve as a basis for any such rights or obligations. The parties understand that the following will apply due to the preexisting obligations of the parties and its employees, or due to relevant U.S. law relating to title to inventions, none of which are modified or limited by this MOU:

- SAUSD retains exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this MOU or any implementing agreement hereunder.
- Subject to the U.S. Government's rights and interests, Caltech retains exclusive title and all rights to inventions, copyright and other intellectual property arising from conceptions or efforts of JPL employees or consultants in performing this MOU. The U.S. Government retains a right to use such inventions, copyrighted materials, or other intellectual property, royalty-free, for authorized government purposes.
- Subject to U.S. Government rights and interests, SAUSD and Caltech will hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or efforts of both parties' employees or consultants in performing under this MOU.

VII. Federal Export Laws and Regulations

In the performance of this MOU, JPL and SAUSD may exchange or develop data, information, software or other technology, which may be subject to the export control laws and regulations of the United States, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120-130 and the Export Administration Act Regulations (EAR), 15 C.F.R. 730-774). The parties understand that this MOU creates no obligations beyond those already pursuant to existing U.S. law and the actions that may be taken by each party. Each party remains responsible for complying with all relevant export control laws and regulations as may be required for itself before exporting controlled data, information, software or other technology to foreign countries or providing access to foreign persons (as defined in 22 C.F.R. 120.16).

In the event that JPL is requested by SAUSD to provide remote access accounts for its employees authorizing access to any JPL electronic library or server, JPL will, consistent with the requirements of existing U.S. law, require SAUSD's Export Administrator to certify that its employees requesting access are U.S. persons (as defined in 22 C.F.R. 120.15).

VIII. Publicity / Publication

- This MOU provides for no rights for SAUSD to use the name or logos of the "California Institute of Technology," "Caltech," "Jet Propulsion Laboratory," "JPL," "National Aeronautics and Space Administration," or "NASA" in any advertising or publicity material, or make any form of representation or statement in relation to work performed under this MOU that would constitute an express or implied endorsement by Caltech, JPL or NASA of any commercial product, without written approval. Requests for written approval to use Caltech or JPL's name(s) or logo(s) under this MOU should be directed to the Manager of the Institutional Communications Office at JPL. Requests for written approval to use NASA's name or logo should be sent to NASA directly.
- This MOU provides for no rights for JPL to use the name or logos of the SAUSD in any advertising or publicity material, or make any form of representation or statement in relation to work performed under this MOU that would constitute an express or implied endorsement by Caltech, JPL or NASA of any commercial product, without written approval. Requests for written approval to use SAUSD's name(s) or logo(s) under this MOU should be directed to the (Other Party's point of contact) at SAUSD.
- JPL and SAUSD may, consistent with Federal law and the goals of this MOU, release general information regarding its own participation in this MOU. JPL and SAUSD will confer and consult prior to the publication of unclassified information to ensure that no proprietary information or other controlled information is released and that patent rights are not jeopardized. Prior to submitting a manuscript for review, that contains the results of research under this MOU, or prior to publication if no such review is made, each party will be offered thirty (30) days to review such proposed publication and to file a patent application in a timely manner.

VIII. Period of Activities & Cessation of Activities

This MOU continues from the latest date signed as indicated on the signature page through September 30, 2017, the date Contract NNN12AA01C expires, and any extension or replacement thereof, unless sooner terminated in writing, by either party. This MOU may be extended by a written modification signed by both parties. As this MOU includes no binding obligations on either party, either party may cease activities specified in this MOU without notice at any time. However, each party will, as a courtesy, endeavor to provide 10 days' prior written notice to the other party. Such cessation of activities will incur no liability to either party.

IX. Points of Contact

Correspondence concerning this MOU will be directed to the following representatives:

{00030773-3c}

FOR SAUSD:	FOR JPL:
David Haglund	David Seidel
Deputy Superintendent, CAO Educational Services	Manager, STEM Elementary and Secondary Education
Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701	Jet Propulsion Laboratory Mail Stop 180-109 4800 Oak Grove Drive Pasadena CA 91109

X. Amendments / Modifications

Any changes to this document will be in writing.

XI. Attachments and Exhibits

The following are attached to and incorporated into this MOU: *(if applicable, such as a Non-Disclosure Agreement)*

None.

Date: _____

David Haglund
Deputy Superintendent, CAO
Educational Services
Santa Ana Unified School District

Date: _____

Blaine Baggett
Director, Communications and Education
California Institute of Technology
Jet Propulsion Laboratory

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of Agreement between Latino Film Institute Youth Cinema Project for Period of June 14 through August 1, 2017**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with Latino Film Institute Youth Cinema Project for the June 14 through August 1, 2017 on behalf of Santa Ana high school. The Latino Film Institute will provide the Youth Cinema Project for the 2017 summer program providing instruction on cinematic film making.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Agreement Starts: June 14, 2017 • Agreement Ends: August 1, 2017 • One Youth Cinema Project class, serving approximately 40 students at Santa Ana high school.

RATIONALE:

The goal of the Latino Film Institute Youth Cinema Project is to enhance a student's education and to turn students into more engaged learners. The Latino Film Institute Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Latino Film Institute Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

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

FUNDING:

Site Discretionary Funds: \$29,612.80

RECOMMENDATION:

Approve the agreement between Latino Film Institute Youth Cinema Project for the period of June 14 through August 1, 2017.

AJ:mo

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Latino Film Institute Youth Cinema Project, 18034 Ventura Blvd., Suite 288, Encino, CA 91316**) 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:** Instructional services in cinematic film making including: screenwriting, filming, editing, directing, sound recording/engineering, production and postproduction for a summer program. The services will be offered at one (1) summer class. The Youth Cinema Project will provide the curriculum for each class and course.

Each class will be taught by a DISTRICT employed certificated teacher. The Youth Cinema Project will supply filmmaking instructors to supplement and assist in instruction and provide training to each classroom teacher. For its part the DISTRICT shall be responsible for providing the equipment (e.g. cameras, lights, and computers) required for each class.

The Youth Cinema Project will also coordinate industry field trips designed to enhance our curriculum. These industry field trips are critical to closing the Opportunity Gap for our students, and create direct access between Hollywood and the students. All field trips will need to be approved ahead of time by the DISTRICT, and will not exceed one (1) for the summer.

The services are based on the assumption of sixteen (16) instructional days, four (4) weeks of actual instruction, and class sizes of 30-40 students in high school.

- Classroom:

Film program instruction requires four (4) hours of instruction per session. Students will be divided into production groups (group number depends on grade level), and each class will require two Youth Cinema Project instructors, as well as the classroom teacher. In addition, each session will require one (1) hour of prep time and one (1) hour of travel time per instructor.

- Program Management, Coordination and Support:

The program will require management, development of industry opportunities and partnerships for the students and the DISTRICT, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **6/14/2017** and will diligently perform as required and complete performance by **8/1/2017**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty-Nine Thousand Six Hundred Twelve Dollars Eighty Cents (\$29,612.80). 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: out of

pocket expenses incurred on the DISTRICT's behalf including but not limited to any mileage (which will be paid at the IRS rate), filming licenses, permits, fees, transportation or insurance.

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: The Youth Cinema Project will provide a list of the equipment required for the program. The District will be responsible for the purchase of the equipment.

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:** The Youth Cinema Project recognizes that the films produced by the students are property of the District. The District hereby grants the Youth Cinema Project a license to use the student films for purposes of marketing the program and showcasing the students' work, on, for example, the Youth Cinema Project website, YouTube and other media platforms.

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 **THIRTY (30)** 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 **THIRTY (30)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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

CONTRACTOR:

**Latino Film Institute Youth Cinema
Project**

1601 E. Chestnut Ave
Santa Ana, CA 92701

18034 Ventura Blvd., Suite 228
Encino, CA 91316

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.

26. **Cooperation of Program Assessment:** The Youth Cinema Project will be taking active measures to assess the quality and effectiveness of its program. The District agrees to use its best efforts to collaborate and supply all requested data (to the extent not legally prohibited) in support of this effort.

THIS AGREEMENT IS ENTERED INTO THIS 14TH DAY OF JUNE, 2017.

DISTRICT:

CONTRACTOR:

By:

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business
Services

Title

6/13/2017

Board Approval Date

By:

Signature

Rafael Agustín

Printed Name

Executive Director

Title

47-5010246

Social Security or Taxpayer Identification

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

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



May 17, 2017

Dr. Stefanie Phillips
Superintendent
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701-6322

Re: Agreement Between Santa Ana Unified School District and the Latino Film Institute Youth Cinema Project for 2017 Summer Program

Dear Dr. Phillips:

Please allow me to express our appreciation to the Board of Trustees and the Santa Ana Unified School District (the “District”) for the opportunity for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) to partner with the District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the District.

The goal of the Youth Cinema Project is to enhance a student’s education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

To that end, California Government Code Section 53060 authorizes the District to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

Scope of Services

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in cinematic film making including: screenwriting, filming, editing, directing, sound recording/engineering, production and postproduction for a summer program. The services will be offered at one (1) summer class. The Youth Cinema Project will provide the curriculum for each class and course.

Each class will be taught by a District employed certificated teacher. The Youth Cinema Project will supply filmmaking instructors to supplement and assist in instruction and provide

training to each classroom teacher. For its part the District shall be responsible for providing the equipment (e.g. cameras, lights, and computers) required for each class.

The Youth Cinema Project will also coordinate industry field trips designed to enhance our curriculum. These industry field trips are critical to closing the Opportunity Gap for our students, and create direct access between Hollywood and the students. All field trips will need to be approved ahead of time by the District, and will not exceed one (1) for the summer.

A list of equipment costs to be borne by the district, along with the estimated costs of the field trips, will be emailed separately

Fees and Costs

The District will pay the Youth Cinema Project (1) for the instructional, staff development, and management and maintenance of production equipment services it provides to the District at an hourly rate of \$116.00 per hour; and (2) a one-time fee of \$3,340.80 to cover costs of program management, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and coordinating logistics in student participation or guesting in actual productions. Attached to this letter is an estimated budget for the Youth Cinema Project for the 2017 Summer Program.

The District will also reimburse the Youth Cinema Project for all its out of pocket expenses incurred on the District's behalf including but not limited to any mileage (which will be paid at the IRS rate), filming licenses, permits, fees, transportation or insurance. The Youth Cinema Project will, of course, itemize all costs incurred and provide back-up documentation upon request.

Billings

The Youth Cinema Project will bill the District on a monthly basis. All amounts due will be payable to the "Latino Film Institute Youth Cinema Project." The District agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

Term and Termination

This agreement shall be effective as of June 14th, 2017 and shall remain in effect through August 1st, 2017.

The District may, at any time, with or without reason, terminate this Agreement and shall compensate the Youth Cinema Project for services rendered and expenses incurred to the date of termination. Written notice by the District shall be sufficient to stop further performance by the Youth Cinema Project. Notice shall be deemed given when mailed and received by the Youth Cinema Project at the address specified below:

ATTN: Latino Film Institute Youth Cinema Project
18034 Ventura Blvd., Suite 288
Encino, CA 91316

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to provide services to the District and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rafael Agustín', written over a horizontal line.

Rafael Agustín
*Executive Director,
Latino Film Institute
Youth Cinema Project*

I have read and am authorized to agree to the foregoing:

SANTA ANA UNIFIED SCHOOL DISTRICT

**By: Dr. Stefanie Phillips
Superintendent**

**2017 SUMMER PROGRAM ESTIMATED BUDGET FOR
YOUTH CINEMA PROJECT AT
SANTA ANA UNIFIED SCHOOL DISTRICT**

Set forth below are the estimated costs and expenses for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) for Santa Ana Unified School District (the “District”) 2016 Summer Program. The estimates are based on the assumption of sixteen (16) instructional days, four (4) weeks of actual instruction, and class sizes of 30-40 students in high school.

1. Classroom:

Film program instruction requires four (4) hours of instruction per session. Students will be divided into production groups (group number depends on grade level), and each class will require two Youth Cinema Project instructors, as well as the classroom teacher. In addition, each session will require one (1) hour of prep time and one (1) hour of travel time per instructor. The estimated cost for each elementary class is:

Instructor #1: 6 hours per class x 16 classes = 96 hours x \$116 = \$11,136
Instructor #2: 6 hours per class x 16 classes = 96 hours x \$116 = \$11,136

Accordingly, the costs would be: **\$22,272.**

2. Program Management, Coordination and Support:

The program will require management, development of industry opportunities and partnerships for the students and the District, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum. These services will cost approximately \$3,340.80.

3. Equipment Requirements

The Youth Cinema Project will provide a list of the equipment required for the program. The District will be responsible for the purchase of the equipment.

4. Recap

Classroom	\$22,272
Program Administration, Manager-Coordinator	\$3,340.80
Estimated Expenses:	<u>\$4,000</u>
Total	\$29,612.80

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of Agreement with Advancement Via Individual Determination Center for AVID College Readiness System Services for 2017-18 School Year**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with Advancement Via Individual Determination (AVID) Center for the AVID College Readiness System Services for the 2017-18 school year.

This agreement will provide memberships, materials use, data, and professional development to elementary and secondary schools. AVID College Readiness system is the baseline program for the district.

ITEM SUMMARY:

- Agreement Starts: July 1, 2017
- Agreement Ends: June 30, 2018
- The AVID College Readiness System uses research-based strategies and curriculum that develop students' critical thinking, literacy, and math skills across all content areas to help prepare every student for college.

RATIONALE:

At the April 28, 2015 Board meeting, the Board approved the agreement with AVID Center with the goal of increasing academic success for elementary and secondary students. The AVID College Readiness System consists of AVID Elementary currently implemented at eight sites, with 13 additional sites next year, AVID Secondary currently implemented at 17 sites, with two additional sites next year, and AVID for Higher Education.

AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms. AVID Secondary consists of the AVID elective class as the core and content area teacher using AVID strategies as school-wide implementation.

The AVID College Readiness System uses research-based strategies and curriculum that develop students' critical thinking, literacy, and math skills across all content areas to help prepare every student for college. The following will be provided by the AVID Center:

- AVID Materials: Any materials, in any median, printed or electronic, as a resource for implementation of AVID Elementary and AVID Secondary.
- AVID Membership: Providing support from AVID Center, Data Reports, and access to resources
- AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary and AVID Secondary
- AVID Professional Development: Provide access to AVID Summer Institute and AVID Regional Path Trainings

LCAP Goal 1.5: “Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and building the AVID.”

FUNDING:

District & Site Discretionary Funds: \$132,611

RECOMMENDATION:

Approve the agreement with Advancement Via Individual Determination Center for the AVID College Readiness System Services for the 2017-18 school year.

AJ:mo

AVID Elementary Schools
Advanced Learning Academy
Diamond Elementary
Edison Elementary (new this year)
Esqueda Elementary
Fremont Elementary School
Garfield Elementary
Greenville Fundamental Elementary School
Heroes Elementary
Jackson Elementary
Jefferson Elementary
Kennedy Elementary
Martin Elementary
Monroe Elementary (new this year)
Monte Vista Elementary
Muir Fundamental Elementary School
Romero-Cruz Elementary
Santiago Elementary School
Taft Elementary
Thorpe Fundamental Elementary School
Walker Elementary
Washington Elementary School
Wilson Elementary

AVID Secondary Schools
Carr Intermediate School
Century High School
Esqueda Elementary School
Godinez Fundamental High School
Lathrop Intermediate School
Lorin Griset Academy
MacArthur Fundamental Intermediate School
McFadden Intermediate School
Mendez Fundamental Middle School
Middle College High School
Saddleback High School
Santa Ana High School
Santiago Elementary School
Segerstrom Fundamental High School
Sierra Preparatory Academy
Spurgeon Intermediate School
Valley High School
Villa Fundamental Intermediate School
Willard Intermediate School

Note: Esqueda, Santiago, and Spurgeon/Romeo-Cruz will have both the Elementary and Secondary AVID programs on their campus for the 2017-18 school year.

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

- 1.1 AVID College Readiness System Services and Products Agreement: The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.
- 1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

- 1.6 **AVID Programs:** Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).
- 1.7 **Exhibit:**
The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).
- 1.8 **Payment Terms:** The terms of when payment is due, as listed on the Quote.
- 1.9 **Quote:** The order document that is fully incorporated into this Agreement by reference.
- 1.10 **AVID District Director:** District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

- 2.1 **Term:** The Term ("Term") of this Agreement shall be July 1, 2017 to June 30, 2018 unless earlier terminated as provided herein.

Article III. Licenses and Rights

3.1

Copyright License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 **Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 **Compliance With Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

- 4.1 **Quotes--Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

- 5.1 **Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

- 6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

- 7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.
- 8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Non-Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Santa Ana Unified School District
CA

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Authorization to Renew Subscription for Advancement Via Individual Determination Center for AVID Excel Program Participation for 2017-18 School Year

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to renew for Advancement Via Individual Determination (AVID) Center for the AVID Excel program participation for the 2017-18 school year.

RATIONALE:

The AVID Excel is an intermediate school program designed to increase the college readiness of designated English Learner (EL) students. The goal of AVID Excel program is to interrupt students' path to long-term EL status, accelerate their academic language acquisition, and place them in AVID and college preparatory coursework.

This program will be implemented at Carr, McFadden, Spurgeon, and Villa Fundamental intermediate schools. The program was piloted at Villa Fundamental and Spurgeon intermediate schools during the 2015-16 school year.

LCAP Goal 1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and building the AVID.

LCAP Goal 1.12: Provide EL student services including, but not limited to newcomers programs and summer English Language Development (ELD) academy. Provide long term English Learner teacher training.

FUNDING:

LCFF Supplemental/Concentration Funds: \$3,560

ITEM SUMMARY:

- Subscription Starts: July 1, 2017
- Subscription Ends: June 30, 2018
- The AVID Excel program will be implemented at Carr, McFadden, Spurgeon, and Villa intermediate schools.

RECOMMENDATION:

Authorize to renew the subscription for Advancement Via Individual Determination Center for the AVID Excel program participation for the 2017-18 school year.

AJ:mo

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Authorization to Renew Subscription with Canvas Learning Management System with Instructure, Inc. for 2017-18 School Year**

ITEM: **Consent**

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

PREPARED BY: **Alexandra Ito, Director, Learning Innovation with Technology**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to renew the existing subscription with Canvas Learning Management System with Instructure, Inc. for the 2017-18 school year. On May 24, 2016, the Board authorized to renew the subscription for the Canvas Learning Management System through June 30, 2017.

ITEM SUMMARY:

- Subscription Starts: July 1, 2017
- Subscription Ends: June 30, 2018
- The Canvas Learning Management helps students attain increased levels of access to technology and digital learning materials.

RATIONALE:

As District students attain increased levels of access to technology and digital learning materials, Canvas is a key resource used to support student learning. By using Canvas, teachers are able to easily develop and share a variety of instructional content in a user-friendly manner to students, including multi-media, various assignments and assessments, communication tools, and an online gradebook. Currently, 706 teachers have created 2,074 Canvas courses. These courses collectively contain over 32,578 assignments and have been accessed by over 27,000 students, with 52,864 files uploaded. The Canvas Learning Management System is used the following ways:

- In the classroom by teachers for the creation, management, and delivery of digital and online learning resources that are then shared and used by their students.
- To support the District’s initiative for the development of online and blended learning courses and curriculum provided to District students.
- As a resource to provide flexible access to professional development opportunities to teachers, administrators, and staff.

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 support, and technology-based resources.”

LCAP Goal 1.9: “Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.”

LCAP Goal 2.5: “Ensure equitable access to technology in classrooms, on campus, and at home.”

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

FUNDING:

Discretionary Funds: \$218,305

RECOMMENDATION:

Authorization to renew the subscription with Canvas Learning Management with Instructure, Inc. for the 2017-18 school year

AJ:AI:mo

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Authorization to Renew Subscription for Digital Curriculum and Services with Apex Learning for 2017-18 School Year

ITEM: Consent

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

PREPARED BY: Alexandra Ito, Director, Learning Innovation with Technology

BACKGROUND INFORMATION:

The purpose of the agenda item is to seek Board authorization to renew an online subscription for digital curriculum and services with Apex Learning for the 2017-18 school year. This includes an annual subscription to online curriculum to be used by District high schools for credit recovery programs and by the District's independent studies program. It is used by students during the school year and during summer school credit recovery programs.

ITEM SUMMARY:

- Renewal agreement for 12 month subscription for Apex Learning digital curriculum and services.
- This program is used as part of the credit recovery program at all high schools and independent studies.

RATIONALE:

At its July 23, 2013 meeting, the Board authorized staff to award a contract with Apex Learning for Digital Curriculum and Services, to be used for high school credit recovery classes. Since that original award, the District's subscription with Apex Learning has been authorized for renewal by the Board and used by all district high schools and the independent studies program for credit recovery classes. The Apex Learning subscription and service renewal for the 2017-18 is \$98,200. By consolidating school subscriptions together into one order, the District has realized a cost savings through a volume discount.

LCAP Goal 1: "All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century."

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, standards-aligned instructional materials, academic supports, and technology-based resources."

FUNDING:

Various Site Funds: \$98,200

RECOMMENDATION:

Authorize to renew the subscription for digital curriculum and services with Apex Learning for the 2017-18 school year.

AJ:AI:mo

School	2017-18 cost
Century High School	\$21,216
Chavez High School	\$12,123
REACH Academy	\$7,274
Godinez Fundamental High School	\$8,486
Independent Study Program	\$2,122
Lorin Grisct Academy	\$9,093
Middle College	\$2,121
Saddleback High School	\$2,425
Santa Ana High School	\$16,670
Segerstrom High School	\$7,577
Valley High School	\$9,093
total	\$98,200

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Apex Learning, 1215 4th Ave, Suite 1500, Seattle, WA 98161**) 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:** 2,000 12-month single enrollment courses subscriptions and a 6-hour onsite professional development training for Functionality Training and Best Practices.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 8/12/2017 and will diligently perform as required and complete performance by 8/11/2018.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Ninety-Eight Thousand Two Hundred Dollars (\$98,200). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: within 30 days of invoice date.

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: subscriptions.

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:

**Apex Learning
1215 4th Ave, Suite 1500
Seattle, WA 98161**

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 14TH DAY OF JUNE, 2017.

DISTRICT:

CONTRACTOR:

By:

Signature

By:



Signature

Tina Douglas

Printed Name

Cheryl Vedoe

Printed Name

Assistant Superintendent, Business

Services

Title

CEO

Title

6/13/2017

Board Approval Date

91-1935905

Social Security or Taxpayer Identification

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

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

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Authorization to Renew Subscription with Lexia Reading Core 5 with Lexia Learning Systems LLC for 2017-18 School Year

ITEM: Consent

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

PREPARED BY: Alexandra Ito, Director, Learning Innovation with Technology

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to renew the existing online subscription with Lexia Reading Core 5 with Lexia Learning Systems LLC for the 2017-18 school year.

ITEM SUMMARY:

- Subscription Starts: July 1, 2017
- Subscription Ends: June 30, 2018
- This program is used as part of the overall elementary reading improvement strategies.

RATIONALE:

A total of 31 District schools, including 29 elementary and two intermediate schools have subscriptions to Lexia Reading Core 5 and are seeking to renew their subscriptions for the 2017-18 school year. This program is used as part of the overall reading improvement strategies of the subscribing schools. The District is consolidating all of the school orders together into one renewal for Lexia Reading Core 5 which will provide a cost savings to the District in the form of a multiple-site discount.

Lexia Reading Core 5 provides explicit, systematic, personalized learning on foundational reading schools for students of all abilities, and delivers norm-referenced performance data and analysis without interrupting the flow of instruction to administer a test. This research-proven, technology-based approach accelerates reading skills development, predicts students' year-end performance and provides teachers with data-driven action plans to help differentiate instruction.

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 support, and technology-based resources."

FUNDING:

Various Site Funds: \$226,807.50

RECOMMENDATION:

Authorize to renew subscription with Lexia Learning Systems LLC for Lexia Reading Core 5 for the 2017-18 school year.

AJ:AI:mo

Lexia Renewals: Santa Ana: 2017/18	
School	Total per School
Adams	\$ 4,860.00
Advanced Learning Academy	\$ 7,650.00
Carl Harvey	\$ 4,500.00
Carver	\$ 3,600.00
Davis	\$ 7,650.00
Diamond	\$ 7,650.00
Esqueda	\$ 7,650.00
Edison	\$ 7,650.00
Franklin	\$ 9,900.00
Fremont	\$ 7,650.00
Garfield	\$ 7,650.00
Heninger	\$ 7,650.00
Heroes	\$ 5,521.50
James Madison	\$ 7,650.00
Jackson	\$ 7,650.00
Jefferson	\$ 7,650.00
Lincoln	\$ 9,900.00
Martin	\$ 7,650.00
McFadden	\$ 6,966.00
Monte Vista	\$ 7,650.00
Muir	\$ 7,650.00
Pio Pico	\$ 7,650.00
Romero Cruz	\$ 3,360.00
Roosevelt	\$ 7,650.00
Santiago	\$ 7,650.00
Sepulveda	\$ 7,650.00
Sierra Prep	\$ 7,650.00
Taft	\$ 7,650.00
Walker	\$ 7,650.00
Washington	\$ 7,650.00
Wilson	\$ 9,900.00
total	\$ 226,807.50

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Acceptance of SunPower Corporation Grant Funding for 2017-18 School Year**

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 SunPower Corporation grant funding for the 2017-18 school year. SunPower will provide funding for 40 students and two student-teaching assistants to participate in a summer high school internship program at Santiago Canyon Community College.

RATIONALE:

Students, from each intermediate site, were provided the opportunity to complete applications for the 2017 SunPower Solar Science Academy experience. This week-long internship program will provide incoming freshmen students with an in-depth experience in solar energy. Students with complete 40 hours of training in both solar science and renewable energy resources. The summer programs capstone project includes the students developing a solar power installation and making a presentation of their plan to professionals in the solar energy industry. Students and student interns will be receiving a student completion award from SunPower as part of the academy experience. SunPower will provide Century High School Engineering program support for their solar car and will provide grants for the pilot Project Lead the Way (PLTW) Science, Technology, Engineering, and Math (STEM) program at Garfield, Muir Fundamental, and Roosevelt elementary schools. These elementary sites requested to pilot the PLTW curriculum for the 2016-17 school year after a presentation had been made about it. SunPower heard about the pilot and offered to sponsor the schools further development of the program.

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

LCAP Goal 2.11: “Establishing partnerships that ensure student success.”

ITEM SUMMARY:

- 40 hours of solar work-based learning.
- 5th year of SunPower Solar Science Academy internship program.
- 40 intermediate, grade 8, students will participate.
- Support for Century High School’s solar car project.
- Grants for piloting PLTW schools: Garfield, Muir Fundamental, and Roosevelt elementary schools.

FUNDING:

SunPower Corporation Grant Funds: \$30,000

RECOMMENDATION:

Accept the SunPower Corporation grant funding for the 2017-18 school year.

AJ:DI:mo

SUNPOWER®

This Sponsorship Agreement (this “Agreement”), between SunPower Corporation (“SunPower”) and Santa Unified School District (the “District”), takes effect on June 14, 2017 (the “Effective Date”).

RECITALS

Whereas, SunPower has developed a week-long, solar-energy education program—including the curricula and materials associated therewith—that is designed to benefit select students and teachers from the District (as more fully described in attached *Exhibit 1: Description of the Academy*, the “SunPower Solar Energy Academy” or the “Academy”);

Whereas, utilizing the sponsorship, funding, curricula, and support provided by SunPower—and the support of Vital Link—the District desires to implement SunPower’s program and conduct the Academy in 2016 and 2017; and

Whereas, SunPower and the District desire to enter into an agreement to govern SunPower’s sponsorship of each Academy and its provision of curricula, finding, and support for each Academy, and the District’s implementation and management of each Academy.

Whereas, the District’s Century High School is participating in the light weight division car for the 2016 UCI Energy Invitational and would like to use SunPower solar cells

Whereas, the District is building K-12 engineering pathways using Project Lead the Way curriculum and SunPower offers three \$10,000 support grants to create a new PLTW Launch program in three elementary schools in the 2016-2017 school year.

Therefore, SunPower and the District each agree to the following:

AGREEMENT

1. SunPower’s Obligations. In connection with each Academy and this Agreement, SunPower will:

- A. Provide to the District all information, curricula, and materials necessary for the District to conduct each Academy.
- B. Subject to the District’s obligations described in attached *Exhibit 2: Use of the SunPower Marks* and Section 2 below, grant to the District a limited, non-exclusive, non-transferable, royalty-free license to use the information, curricula, and materials provided by SunPower—as well as SunPower’s trademarks, logos, trade name, and service marks—in connection with each Academy and this Agreement (as more fully described in attached *Exhibit 2: Use of the SunPower Marks*, the “License”).
- C. Provide to the District the following funding and in-kind and cash contributions:

SunPower Solar Academy 2016 & 2017 Scope	In kind	Cash	Notes
SunPower swag (bags, water bottles, t shirts, USB, etc)	\$2,508.00		
Soft copy of updated curriculum	\$2,000.00		
Stipend per student		\$8,000	\$200/student graduate up to 40

Stipend per TA		600	\$300/TA
Secure GRID Alternatives speaker	250.00		
SunPower speaker	250.00		
SunPower employee support 1 or 2 days	800.00		
SunPower/solar industry judges for graduation day	400.00		
Future 2016 spring event internships with Vital Link		864.00	
snacks - 5 days	0.00		
Academy lunch 4 days		2,200.00	
Academy lunch graduation day	0.00		
2016 Century High School UCI Light Weight Car	In kind		
SunPower cells	750.00		
2016 subtotal	\$6,958.00	\$11,664.00	
2017 subtotal	\$6,208.00	\$11,664.00	
	\$13,166.00	\$23,328.00	
	\$36,494.00		
SunPower PLTW Grants (‘16-‘17 funding for the ‘17-‘18 school year)		\$30,000	For 3 Launch programs
Grand Total		\$66,494	

- i. SunPower will provide \$11,664 in cash, and in-kind consideration valued at \$6,208, to the District (or to Vital Link or any third-party designated by the District) as required in connection with the 2016 SunPower Solar Energy Academy by June 15, 2016.
- ii. SunPower will provide \$11,664 in cash, and in-kind consideration valued at \$6,208, to the District (or to Vital Link or any third-party designated by the District) as required in connection with the 2017 SunPower Solar Energy Academy by June 15, 2017.
- iii. If, because of changes to the Academy (beyond what is described in attached *Exhibit 1: Description of the Academy*) or increases in costs that result from circumstances beyond the control of the District, additional funding or in-kind contributions are required to conduct the Academy, SunPower and the District must agree to such amounts before the District may incur such costs or SunPower will have any responsibility therefor. Unless SunPower reasonably objects to the necessity of incurring such additional costs or expenses, SunPower will pay such additional costs or expenses.
- iv. SunPower will provide SunPower bare cells with in-kind consideration valued at \$750, to the District as required in connection with the 2016 UCI Energy Invitational by March 25, 2016.
- v. SunPower will provide \$30,000 (three \$10,000 PLTW grants) via Project Lead the Way to the District as required in connection with the launching of three SAUSD elementary schools with PLTW Launch programs starting in 2016-2017 school year.

D. To the fullest extent permitted by law, indemnify, defend, and hold the District—including its the officers, agents, directors, employees, volunteers, and board—harmless against any claims, liabilities, losses,

damages (including attorneys' fees), or causes of action ("Claims") that arise in connection with an Academy, this Agreement, or the District's authorized use of SunPower's trademarks, trade names, logos, service marks, or information, materials, or curricula provided by SunPower hereunder unless such Claim is based upon the negligence or willful misconduct of the District. In addition, SunPower will not settle any Claim that affects the District, unless such settlement includes a complete, express, and unconditional release of the District with respect to such Claim.

2. The District's Obligations. In connection with each Academy and this Agreement, the District will:

- A. Refrain from designating or identifying any person or entity other than SunPower as the sponsor of the Academy, or soliciting any other party to be a sponsor of the Academy; and, the District must refer to each Academy as the "SunPower Solar Energy Academy", and clearly identify SunPower as the sponsor of the Academy, in all promotional materials or activities conducted, produced, or published by the District in connection with this Agreement or any Academy.
- B. Refrain from modifying any materials or curricula provided by SunPower hereunder—or, during any Academy, deviating from the curricula or instructions provided by SunPower—unless the District has received written permission from SunPower beforehand.
- C. Refrain from sharing, disclosing, or distributing any information, curricula, or materials provided by SunPower hereunder to any third party, unless the District has received written permission from SunPower beforehand; all information, curricula, and materials provided by SunPower hereunder—or developed or created in connection with this Agreement or any Academy—are, and will be, the exclusive property of SunPower.
- D. Refrain from using SunPower's trademarks, trade names, logos, or services marks, except as expressly permitted under the License or according to written instructions provided by SunPower.
- E. To the fullest extent permitted by law, indemnify, defend, and hold SunPower—including its the officers, agents, directors, employees, volunteers, and shareholders—harmless against any Claims that arise in connection with an Academy, this Agreement, or the District's unauthorized use of SunPower's trademarks, trade names, logos, service marks, or information, materials, or curricula provided by SunPower hereunder, unless such Claim is based upon the negligence or willful misconduct of SunPower. In addition, this District will not settle any Claim that affects SunPower, unless such settlement includes a complete, express, and unconditional release of SunPower with respect to such Claim.
- F. Within forty-five (45) days after the completion of any Academy, provide to SunPower—in a form reasonably acceptable to SunPower—a report that contains all information and data related to such Academy or this Agreement that SunPower reasonably requests.

3. Term; Termination. Unless renewed or terminated pursuant to this Section 3, the term of this Agreement will begin on the Effective Date and continue for two (2) years thereafter (the "Term"). Upon expiration of the Term, if SunPower and the District agree in writing, this Agreement may be extended for an additional one-year period in connection with future Academies.

- A. SunPower may terminate this Agreement under the following circumstances:
 - i. If the District fails to perform its obligations under this Agreement (including its obligations described in attached Exhibit 2: Use of the SunPower Marks); within forty-five (45) days of any termination by SunPower pursuant to this Section 3(A)(i), the District must refund to SunPower the unused portion of all funding received by it from SunPower in connection with this Agreement.

- ii. At any time, in SunPower's sole discretion; within forty-five (45) days of any termination by SunPower pursuant to this Section 3(A)(ii), the District must refund to SunPower the unused portion of all funding received by it from SunPower in connection with this Agreement.
- B. The District may terminate this Agreement if SunPower fails to perform its obligations hereunder; if the District terminates this Agreement as the result of such failure by SunPower, the District is not obligated to return any funding received by it from SunPower in connection with this Agreement.
- C. The confidentiality and indemnification obligations of both SunPower and the District—as well as the District's obligations under the License and *Exhibit 2: Use of the SunPower Marks*—will survive any termination of this Agreement.

4. Miscellaneous Provisions.

- A. *Nature of Relationship.* This Agreement does not create any partnership, joint venture, employment, agency, fiduciary, or similar business or tax relationship between SunPower and the District; and, neither SunPower, nor the District legally may bind or obligate the other in any way. In addition, SunPower, and the District each are responsible for its respective insurance, tax, benefit, statutory or regulatory, and other contractual obligations related to its operation or its performance under this Agreement.
- B. *Disputes.* SunPower and the District will make good-faith efforts to resolve any dispute that arises in connection with this Agreement. If they are unable to resolve any such dispute, SunPower and the District each agree to have such dispute resolved by binding arbitration that is conducted by a mutually-selected, neutral arbitrator, in San Jose, California, pursuant to the rules of Alternative Dispute Resolution defined by the Superior Court of California.
 - i. *Limitation on Liability.* Except for liability that arises in connection with its confidentiality or indemnification obligations under this Agreement, neither SunPower nor the District will be liable to the other under this Agreement, in the aggregate, for an amount greater than the amounts described in Section 1(c). In addition, neither SunPower nor the District will be liable to the other under this Agreement for any consequential, punitive, special, or indirect damages.
- C. *Authorization.* SunPower and the District each warrant that it has obtained all necessary approvals and consents required to execute this Agreement and perform its obligations hereunder, and, that the person executing this Agreement on its behalf is fully authorized to do so.
- D. *Modification; Amendment.* Any modification or amendment to this Agreement must be set forth in a written document, signed by both SunPower and the District, before it becomes effective or legally binding.
- E. *Assignment.* Neither SunPower nor the District may assign or transfer its obligations or responsibilities under this Agreement without the prior, written consent of the other.
- F. *Execution in Counterparts.* SunPower and the District may execute this Agreement in one or more counterparts. Each counterpart will be considered an original; and, together, the counterparts will constitute a single instrument.

[signature page to follow]

Executed by:

SunPower Corporation

By: _____
Name: _____
Title: _____

Santa Ana Unified School District

By: _____
Name: Alfonso Jimenez
Title: Assistant Superintendent

Exhibit 1: Description of the Academy

1. Project Background:

SunPower Solar Energy Academy

The District is partnering with SunPower to bring a week-long, intensive, work-based learning experience to Santa Ana Unified School District high school students. The Academy **promotes college-going culture** and empowers youth to **explore potential careers in STEM fields**. The experience includes lectures from solar professionals, hands-on activities and field visits. Lessons cover the anatomy of a residential solar project life cycle, as well as the District's solar systems. In collaborative teams, students learn up-to-date solar professional information about the professional scope, financial and environmental economics, design, permitting, installation and maintenance.

Students and teachers will gain an understanding of solar career opportunities, professional development skills, and make deeper connections about the applicability of STEM disciplines. The Academy will help promote the opportunities for growth at the District, and inspire students to aspire to achieve higher education. The Academy also connects students with mentors from STEM career fields, empowering students to envision their future in advanced energy and renewable energy careers.

A. Academy Highlights:

- 40 hours of solar work-based learning
- Learn to sell, design and build a residential solar electric system
- Transportation, lunch, materials included
- Campus Tour and Admissions Guidelines
- No cost to high school students
- Field trip to local green tech organizations
- Lectures by industry professionals

B. Curriculum Daily Themes

- Day One: Why Solar?
- Day Two: Renewables and Sustainability
- Day Three: Economics for Solar Projects
- Day Four: Careers & Opportunities
- Day Five: Final Presentations & Graduation

C. Locations & Dates:

- June 27 - July 1, 2017
- Santiago Canyon College

2. Members of Project Team:

A. The District:

- Don Isbell, Director CTE, Santa Ana Unified School District

B. SunPower Corporation:

- Renee Solari, Program Manager for Education Services, SunPower Corporation

Exhibit 2: Use of the SunPower Marks

Pursuant to Section 1(B) of the Agreement—to which this Exhibit 2 is attached and incorporated into—SunPower grants to the District a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license (the “License”) to use the SunPower Marks in connection with the District’s performance under the Agreement and its marketing and promotional activities related to each Academy (the “Purpose”). This Exhibit 2 contains the terms and conditions that govern the District’s use of the SunPower Marks under the License, as well as the District’s obligations with respect to such use of the SunPower Marks.

SunPower’s grant of the License to the District will remain effective during the term of the Agreement, unless terminated pursuant to the Agreement. However, if the District violates the terms of use contained herein or otherwise breaches the Agreement, SunPower may terminate the License, without liability, upon written notice to the District. Termination of the License by SunPower will not limit, reduce, or waive any remedy available to SunPower under the Agreement (including this Exhibit 2) in connection with the District’s breach of the Agreement or its obligations hereunder.

Conditions of Use; The District’s Obligations

In connection with the License and the District’s use of the SunPower Marks, the District agrees that:

1. The District only will use the SunPower Marks, at its cost, for the Purpose and in the form and format provided by SunPower and as instructed by SunPower. The District may not modify the SunPower Marks or use the SunPower Marks in any manner that SunPower has not approved—such approval may not be unreasonably withheld, conditioned, or delayed by SunPower—and, SunPower must approve each use of the SunPower Marks before its publication or distribution.
2. The District will use the trademark registration symbol, and any other symbols or other mark required by law, in connection with the District’s use of the SunPower Marks. In addition, with each separate piece of marketing material that uses the SunPower Marks (such as printed materials, web sites, etc.), The District will include, at least once, the following statement: “The SunPower Marks and Logo are owned by SunPower Corporation and are used herein under license. The SunPower Mark and logo are registered at the U.S. Patent and Trademark Office and in other jurisdictions around the world.”
3. The District acknowledges and agrees that the SunPower Marks are solely and exclusively owned by SunPower Corporation, and any use of the SunPower Marks will inure to the benefit of SunPower; and, the District, under the License or otherwise, has no rights or interests in, or title to, the SunPower Marks. In addition, the District will not take any action that, as determined solely by SunPower, may impair SunPower’s rights in, or title to, the SunPower Marks.
4. To the fullest extent permitted by law, the District will indemnify, defend, and hold SunPower—including the affiliates, officers, agents, shareholders, directors, employees, and principles of SunPower—harmless against any claims, liabilities, losses, damages (including attorneys’ fees), or causes of action (“Claims”) that arise in connection with any use of the SunPower Marks by the District that violates the terms and conditions contained in this Exhibit 2, was not approved or authorized by SunPower, was not for the Purpose, or otherwise exceeds the scope of the License. In addition, the District will not settle any Claim, unless such settlement includes a complete, express, and unconditional release of SunPower with respect to such Claim.

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students 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 three students with disabilities. These students require services that address academic, social-emotional, and other unique needs as identified in their IEPs.

ITEM SUMMARY:

- 3 students with disabilities will be served per IEP team recommendation
- Vendors are certified non-public schools which serves students with disabilities per students' IEPs.
- Agreement Ends: June 30, 2017

For student #412405: student has been at a non-public school and due to extreme behavior the IEP team recommended the support of an Individual Instructional Assistant as well as additional speech therapy and group counseling to increase her social emotional skills. For student #367981: the IEP team recommended additional parent counseling to support his transition to reside at home. For student #401169: student currently attends the District program for students with serious and emotional disturbance, the IEP team recommended parent counseling with the goal of decreasing his extreme maladaptive behavior.

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 \$18,208

RECOMMENDATION:

Approve the master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2016-17 school year.

DL:kq

**Master Contracts and/or Individual Service Agreements with Nonpublic Schools and
Agencies for Students with Disabilities for 2016-17 School Year**

Board Meeting: June 13, 2017

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
412405	\$7,288	Speech and Language Development Center
367981	\$1,560	Boys Town
401169	\$9,360	Boys Town

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2016-17 and 2017-18 School Years**

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 payment and reimbursement of costs incurred by parents for student with disabilities. The Individuals with Disabilities Education Act and its amendments (IDEA and IDEIA) provide due process rights to parents of students with disabilities that afford them the option of submitting claims to the California office of Administrative Hearings (OAH). Parents most often state that school districts have not met the free and appropriate public education (FAPE) standard as provided in the law, i.e. that the student has not made adequate educational progress. This formal claim results in alternative dispute resolution sessions that involve a due process hearing officer provided by OAH. To work cooperatively with parents and to avoid costly and adversarial due process hearings that include legal representation, school districts work diligently toward settlement of these legal claims. As provided in other civil rights legislation, these claims provide for reimbursement of parents' legal fees.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Payment of legal fees and compensatory education services per settlement agreement for <u>1</u> student.

For student #405134: the settlement involves keeping the student in the current District program, three additional assessments, a District funded independent psychoeducational evaluation, funding for compensatory education and reimbursement of parents' legal fees.

RATIONALE:

The parties on the attached list participated in a resolution session and mediation following the filing of a due process hearing and agreed to resolve the dispute by reimbursing those applicable for costs incurred.

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 \$15,000

RECOMMENDATION:

Approve the payment and reimbursement of costs incurred for student with disabilities for the 2016-17 and 2017-18 school years.

**Payment and Reimbursement of Costs Incurred for Student with Disabilities
for 2016-17 and 2017-18 School Years**

Board Meeting: June 13, 2017

Student ID#:	Amount:	Expenditure:	Payee:
405134	\$7,000	Attorney Fees	Law Offices of Augustin Egelsee, LLP
	\$8,000	Education Services	Parent Reimbursement

DL:DJ:cvl

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 10, 2017 through May 23, 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 May 10, 2017 through May 23, 2017
- Board Policy 3300
- Education Code 17604

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of May 10, 2017 through May 23, 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 May 10, 2017 through May 23, 2017.

TD:jg:mm



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: May 24, 2017
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Tina Douglas, Assistant Superintendent, Business Services
Subject: Purchase Order Summary: From 10-MAY-2017 through 23-MAY-2017

Fund 01	21st Century ASSETS (roll-up 4124)	\$ 35,228.67
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$ 1,240.12
Fund 01	AVID-OCDE Destination Graduation-High Schools	\$ 448.03
Fund 01	AVID-OCDE Destination Graduation-Intermediate Schools	\$ 3,340.00
Fund 01	Beginning Teacher-BTSA	\$ 750.91
Fund 01	Cell Leases-Facilities	\$ 930.00
Fund 01	Communication Studies (Speech and Debate)	\$ 3,055.79
Fund 01	Donations (Miscellaneous)	\$ 34,737.47
Fund 01	Education Academy [0434] CHS	\$ 9,859.00
Fund 01	Fund 01 General Fund	\$ 47,425.13
Fund 01	Fundraiser (Non ASB-PTA Deposits)	\$ 7,758.79
Fund 01	Head Start	\$ 13,483.37
Fund 01	High School, Inc.	\$ 2,888.24
Fund 01	Homeless Children Education Grants	\$ 20,987.44
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$ 387,788.58
Fund 01	IASA: Title I Migrant Ed Regular Program	\$ 989.31
Fund 01	Kinder Readiness Program II	\$ 1,510.02
Fund 01	LCFF-Supplemental/Concentration	\$ 13,164.49
Fund 01	Medi-Cal Billing Option	\$ 127.48
Fund 01	NCLB: Title I, School Improvement Grant QEIA	\$ 4,106.50
Fund 01	One-Time Discretionary Funds	\$ 17,000.30
Fund 01	Ongoing & Major Maintenance Account	\$ 100,974.82
Fund 01	Pupil Transportation (7230/7240)	\$ 397.08
Fund 01	S.D. Bechtel, Jr. Foundation	\$ 9,405.17
Fund 01	Saturday Attendance Recovery Program (WIN)	\$ 11,698.54
Fund 01	Special Ed: Mental Health Services	\$ 1,746.20
Fund 01	Special Ed: Workability I LEA	\$ 300.00
Fund 01	Special Education	\$ 10,571.39
Fund 01	Title I, Core Set Aside	\$ 36,542.06
Fund 01	Title II-Part A Improving Teacher Quality	\$ 6,370.00
Fund 01	Two-Way Digital ITFS Licensee Revenue	\$ 4,310.00
Fund 01	Unrestricted - CAHSEE Intensive (7055)	\$ 79,188.00
Fund 01	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	\$ 260,461.95
Fund 01	Unrestricted Discretionary Accounts	\$ 543,018.26
Fund 01	Unrestricted One-time Funds	\$ 410,304.77
Grand Total:		\$ 2,082,107.88

BOARD OF EDUCATION

John Palacio, President • Valerie Amezcua, Vice President
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Fund 09	Fund 09 One-Time Discretionary Funds	\$	40,739.84
		Grand Total:	\$ 40,739.84

Fund 12	Child Development: CA State Preschool Program	\$	2,765.41
Fund 12	Child Development: CA State Preschool Program QRIS Block Grant RFA	\$	9,564.23
		Grand Total:	\$ 12,329.64

Fund 13	Child Nutrition: School Programs	\$	31,957.50
		Grand Total:	\$ 31,957.50

Fund 14	Fund 14 Deferred Maintenance Fund	\$	5,169.83
		Grand Total:	\$ 5,169.83

Fund 25	Fund 25 Redevelopment Agency (RDA) Funds	\$	2,500.00
		Grand Total:	\$ 2,500.00

Fund 40	Emergency Repair Program-Williams Case	\$	6,590.67
Fund 40	Fund 40 2016 Lease Purchase	\$	44,923.32
		Grand Total:	\$ 51,513.99

Fund 81	Fund 81 Property & Liability	\$	29,165.64
		Grand Total:	\$ 29,165.64

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

Fund 01

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361102	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361103	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361104	10-May-2017	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 543.06
361105	10-May-2017	VISION MARKING DEVICES	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 115.24
361106	10-May-2017	OFFICE DEPOT	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 56.49
361107	10-May-2017	LOS ALTOS TROPHY COMPANY, INC.	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	\$ 1,287.60
361108	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361109	10-May-2017	VISION MARKING DEVICES	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 44.74
361110	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361111	10-May-2017	SIGN A RAMA	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,161.66
361112	10-May-2017	MOLINARI ENTERPRISES, INC. dba THE MUSIC HOUSE	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 289.66
361113	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361114	10-May-2017	OFFICE DEPOT	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	\$ 92.40
361115	10-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	PIO-PICO ELEMENTARY SCHOOL	\$ 705.98
361116	10-May-2017	OFFICE DEPOT	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	\$ 31.34
361117	10-May-2017	SIGNATURE PARTY RENTALS	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 829.21
361118	10-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 319.42
361120	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361121	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361123	10-May-2017	SCHOLASTIC BOOK FAIRS	Fundraiser (Non ASB-PTA Deposits)	HENINGER ELEMENTARY SCHOOL	\$ 4,522.37
361124	10-May-2017	ALEX LAMDIANI dba INDOCRAFT IMPORTS	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 327.00
361125	10-May-2017	MUSIC AND ARTS	Donations (Miscellaneous)	SEGERSTROM HIGH SCHOOL	\$ 162.40
361126	10-May-2017	ROSETTA STONE, LTD	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 6,812.50
361127	10-May-2017	HOPE INTERNATIONAL UNIVERSITY	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 5,400.00
361128	10-May-2017	CITY OF SANTA ANA	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 10,767.23
361129	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361130	10-May-2017	OFFICE DEPOT	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 445.52
361131	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361132	10-May-2017	BERTRAND'S MUSIC ENTERPRISES	Donations (Miscellaneous)	WILLARD INTERMEDIATE SCHOOL	\$ 6,022.93
361133	10-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 157.07
361135	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361136	10-May-2017	LOOKOUT BOOKS DBA CREATIVE COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 809.84
361137	10-May-2017	REFRIGERATION SUPPLIES DISTRIBUTOR	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,963.73
361138	10-May-2017	C & L VARSITY JACKETS, INC.	Donations (Miscellaneous)	LORIN GRISET ACADEMY	\$ 304.31
361139	10-May-2017	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 1,487.56
361140	10-May-2017	DAIKIN APPLIED AMERICAS, INC. dba DAIKIN APPLIED	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,435.00
361141	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361142	10-May-2017	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 985.00
361143	10-May-2017	WESTERN WATERPROOFING COMPANY, INC. dba WESTERN SPECIALTY CONTRACTORS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,900.00
361144	10-May-2017	NEW HORIZONS CONTRACTING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,495.00

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361145	10-May-2017	PROFESSIONAL PLUMBING & DRAIN CLEANING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 510.00
361146	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 208.28
361147	10-May-2017	PROFESSIONAL PLUMBING & DRAIN CLEANING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,264.00
361148	10-May-2017	SANTA ANA UNIFIED SCHOOL DISTRICT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 966.55
361149	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 517.62
361150	10-May-2017	RSCCD	Special Ed: Workability I LEA	TRANSITION PROGRAMS	\$ 300.00
361151	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,988.05
361152	10-May-2017	JESUSMYROCK.COM	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	\$ 801.66
361153	10-May-2017	JOSTENS/JACK NICHOLSON	Unrestricted Discretionary Accounts	REACH ACADEMY	\$ 414.84
361154	10-May-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 490.00
361155	10-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361156	10-May-2017	SACRAMENTO COUNTY OFFICE OF EDUCATION	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 180.00
361157	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,103.09
361158	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,437.57
361159	10-May-2017	CENTER FOR DRUG FREE COMMUNITIES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 975.00
361160	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,908.03
361161	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 903.87
361162	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,056.82
361163	10-May-2017	WALTERS WHOLESale ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,126.91
361166	10-May-2017	TIME AND ALARM SYSTEMS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 8,747.15
361167	10-May-2017	EBERHARD EQUIPMENT	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 941.99
361168	10-May-2017	COSTA MESA HIGH SCHOOL	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 500.00
361169	10-May-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,455.00
361170	10-May-2017	CASH MEMBERSHIPS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 274.00
361171	11-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 29.08
361172	11-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	Head Start	CHILD DEVELOPMENT	\$ 5,328.30
361173	11-May-2017	COSTCO WHOLESale	Unrestricted Discretionary Accounts	SADDEBACK HIGH SCHOOL	\$ 343.17
361174	11-May-2017	COSTCO WHOLESale	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 315.99
361175	11-May-2017	COSTCO WHOLESale	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,367.99
361176	11-May-2017	COSTCO WHOLESale	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	\$ 124.97
361177	11-May-2017	COSTCO WHOLESale	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 807.04
361178	11-May-2017	COSTCO WHOLESale	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 139.24
361179	11-May-2017	CHILDRENS MUSEUM AT LA HABRA	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 850.00
361180	11-May-2017	OFFICE DEPOT	Special Education	CENTURY HIGH SCHOOL	\$ 379.57
361181	11-May-2017	RSCCD	Donations (Miscellaneous)	EDISON ELEMENTARY SCHOOL	\$ 480.00
361182	11-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361184	11-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361185	11-May-2017	AVID CENTER	AVID-OCDE Destination Graduation-Interm Schs	MCFADEN INTERMEDIATE SCHOOL	\$ 3,340.00
361186	11-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361187	11-May-2017	SANTA ANA HIGH SCHOOL ASB	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	\$ 1,140.00
361188	11-May-2017	PEAR DECK, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 2,500.00
361189	11-May-2017	JOSTENS/JACK NICHOLSON	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	\$ 407.06

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361190	11-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361192	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 736.75
361193	11-May-2017	L & S EMBROIDERY	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	\$ 420.22
361193	11-May-2017	L & S EMBROIDERY	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 420.23
361195	11-May-2017	AMAZON CAPITAL SERVICES, INC.	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 670.15
361196	11-May-2017	AMAZON CAPITAL SERVICES, INC.	Special Education	CENTURY HIGH SCHOOL	\$ 107.43
361197	11-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361198	11-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 530.05
361198	11-May-2017	OFFICE DEPOT	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 271.76
361199	11-May-2017	OFFICE DEPOT	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 55.05
361200	11-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CONSTRUCTION	\$ 293.03
361201	11-May-2017	GRAINGER	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	\$ 868.25
361202	11-May-2017	MACIE PUBLISHING COMPANY	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 12,660.63
361203	11-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361204	11-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361206	11-May-2017	SOUTHWEST PLASTIC BINDING COMPANY dba SOUTHWEST BINDING & LAMINATING	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 5,496.11
361207	11-May-2017	COSTCO WHOLESALE	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 207.91
361208	11-May-2017	PIONEER MANUFACTURING COMPANY, INC. dba PIONEER ATHLETICS dba REVERE PRODUCTS	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 204.02
361209	11-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	JACKSON ELEMENTARY SCHOOL	\$ 356.16
361210	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 8,180.23
361214	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361215	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361216	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361217	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361218	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361219	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361220	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361221	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361222	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361223	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361224	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361225	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361226	11-May-2017	GRAINGER	High School Inc.	VALLEY HIGH SCHOOL	\$ 319.87
361227	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361228	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361229	11-May-2017	UJINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 68.96
361230	11-May-2017	GRAINGER	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 638.85
361231	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361232	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361233	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361234	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361235	11-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361236	11-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 12,886.90
361237	11-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 12,886.90
361238	11-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 6,464.89
361239	11-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SIERRA PREPARATORY ACADEMY	\$ 12,251.18
361240	11-May-2017	APPLE, INC.	Title I, Core Set Aside	SANTA ANA HIGH SCHOOL	\$ 1,579.63
361241	11-May-2017	APPLE, INC.	Title I, Core Set Aside	WASHINGTON ELEMENTARY SCHOOL	\$ 1,655.04
361242	11-May-2017	APPLE, INC.	Head Start	CHILD DEVELOPMENT	\$ 5,187.09
361243	11-May-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 2,403.73
361245	11-May-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	\$ 649.04
361246	11-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	\$ 5,029.25
361247	11-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	\$ 241.92
361248	11-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 5,354.60
361249	12-May-2017	DELTA EDUCATION, INC.	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	\$ 1,259.45
361250	12-May-2017	FOLLETT SCHOOL SOLUTIONS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 2,730.18
361251	12-May-2017	SOCIAL STUDIES SCHOOL SERVICE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	\$ 1,971.91
361252	12-May-2017	PRO-ED	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 627.00
361253	12-May-2017	R M SYSTEMS, INC.	Ongoing & Major Maintenance Accounts	BUILDING SERVICES	\$ 7,312.00
361254	12-May-2017	TURF STAR, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 302.50
361255	12-May-2017	MACKIN LIBRARY MEDIA	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 4,169.57
361256	12-May-2017	BSN SPORTS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 445.93
361257	12-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 68.21
361258	12-May-2017	JAMIL MAMDANI dba SOCAL TEAM SPORTS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 1,543.25
361259	12-May-2017	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,325.51
361260	12-May-2017	CROWN AWARDS	Donations (Miscellaneous)	LOWELL ELEMENTARY SCHOOL	\$ 444.46
361261	12-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 444.36
361262	12-May-2017	SOCIAL THINKING	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 1,579.72
361263	12-May-2017	RUDY M. CASTRUITA dba RMC EDUCATION CONSULTANT, INC.	Unrestricted Discretionary Accounts	SUPERINTENDENT'S OFFICE	\$ 3,000.00
361264	12-May-2017	AMAZON CAPITAL SERVICES, INC.	AVID-OCDE Destination Graduation-High Schls	CENTURY HIGH SCHOOL	\$ 448.03
361265	12-May-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 155.15
361266	12-May-2017	PAYAL KINDIGER dba PASTICHE VENTURES, LLC dba STORYMAKERY	Donations (Miscellaneous)	SEGERSTROM HIGH SCHOOL	\$ 486.00
361267	12-May-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 679.29
361268	12-May-2017	AVID CENTER	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 525.00
361269	12-May-2017	AVID CENTER	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 3,880.00
361270	12-May-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 4,471.63
361272	12-May-2017	SADDLEBACK EDUCATIONAL, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 2,540.00
361273	12-May-2017	DEMCO	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	\$ 6,016.77
361274	12-May-2017	NICK RAIL MUSIC	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WELLNESS	\$ 2,602.16
361275	12-May-2017	J.W. PEPPER & SONS, INC.	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WELLNESS	\$ 654.54
361276	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 476.50
361277	15-May-2017	BEST BUY	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 3,143.78
361278	15-May-2017	AMAZON CAPITAL SERVICES, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SIERRA PREPARATORY ACADEMY	\$ 319.84

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361279	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 688.84
361281	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	\$ 396.90
361283	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	\$ 187.27
361284	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 438.82
361285	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 1,357.54
361286	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Special Education	TAFT ELEMENTARY SCHOOL	\$ 140.08
361287	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 1,072.11
361288	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 164.76
361289	15-May-2017	TABLEAU SOFTWARE, INC.	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 30,000.00
361290	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 1,902.88
361291	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 183.01
361293	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 919.97
361294	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 548.97
361295	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	\$ 3,271.32
361296	15-May-2017	SUPER DUPER PUBLICATIONS	Special Education	CARR INTERMEDIATE SCHOOL	\$ 99.00
361297	15-May-2017	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 213.13
361298	15-May-2017	BMI EDUCATIONAL SERVICES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,212.23
361299	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 1,143.06
361300	15-May-2017	AVID CENTER	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,940.00
361301	15-May-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 291.72
361302	15-May-2017	BOYS TOWN PRESS	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 620.93
361303	15-May-2017	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 105.36
361304	15-May-2017	FOTO FIESTA FINISHING, INC. dba SUNSET SCHOOL PORTRAITS	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 3,474.13
361305	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 123.90
361306	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361307	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Donations (Miscellaneous)	JACKSON ELEMENTARY SCHOOL	\$ 1,033.65
361308	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 350.08
361310	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361311	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Special Education	TAFT ELEMENTARY SCHOOL	\$ 45.24
361312	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 178.84
361313	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Special Education	SPECIAL EDUCATION	\$ 150.85
361314	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 193.82
361315	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LORIN GRISET ACADEMY	\$ 483.80
361316	15-May-2017	UNITED STATES ACADEMIC DECATHLON	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 1,303.78
361317	15-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 2,473.81
361318	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 48.57
361319	15-May-2017	CDW GOVERNMENT, INC.	High School Inc.	VALLEY HIGH SCHOOL	\$ 2,288.37
361319	15-May-2017	CDW GOVERNMENT, INC.	NCLB:Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 1,022.76
361320	15-May-2017	AMAZON CAPITAL SERVICES, INC.	NCLB:Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 3,083.74
361321	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	\$ 96.91
361322	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Special Ed: Mental Health Services	SPECIAL EDUCATION	\$ 1,746.20
361323	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 123.80

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361324	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 656.64
361325	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361326	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 527.07
361327	15-May-2017	CUSTOMINK, LLC dba CUSTOMINK	Donations (Miscellaneous)	HENINGER ELEMENTARY SCHOOL	\$ 155.16
361328	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361331	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361332	15-May-2017	OCML, INC. dba THE STAGE DEPOT	Donations (Miscellaneous)	KENNEDY ELEMENTARY SCHOOL	\$ 8,900.07
361334	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361335	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361336	15-May-2017	GUARANTY CHEVROLET MOTORS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 29,964.72
361337	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Donations (Miscellaneous)	COMMUNICATIONS OFFICE	\$ 364.16
361338	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 508.73
361339	15-May-2017	SCHOLASTIC CLASSROOM MAGAZINES	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	\$ 2,232.45
361340	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 295.71
361341	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 51.29
361342	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,087.26
361345	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 574.63
361346	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,051.85
361347	15-May-2017	TANAKA FARMS	High School Inc.	VALLEY HIGH SCHOOL	\$ 280.00
361348	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361349	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 204.74
361350	15-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361351	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 943.48
361352	15-May-2017	KELLY PAPER COMPANY	Fund 01 General Fund	PUBLICATIONS	\$ 853.38
361353	15-May-2017	VERITIV OPERATING COMPANY	Fund 01 General Fund	PUBLICATIONS	\$ 6,674.51
361354	15-May-2017	MISSION SAN JUAN CAPISTRANO	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 1,332.00
361355	15-May-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 530.00
361356	15-May-2017	PLAYERS CHOICE	Donations (Miscellaneous)	MCFADDEN INTERMEDIATE SCHOOL	\$ 797.35
361357	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 92.41
361358	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 385.82
361359	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Donations (Miscellaneous)	LINCOLN ELEMENTARY SCHOOL	\$ 544.81
361360	15-May-2017	OFFICE DEPOT	Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 25.61
361361	15-May-2017	OFFICE DEPOT	Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 725.30
361362	15-May-2017	DD OFFICE PRODUCTS dba LIBERTY PAPER	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 21,197.44
361363	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 779.27
361364	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 404.88
361366	15-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	\$ 538.21
361367	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 115.87
361368	15-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 1,195.96
361370	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361371	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361372	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08

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361373	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 12,264.73
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 60.09
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 180.83
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	\$ 208.06
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 69.00
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 3,365.96
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 144.37
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 343.71
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	TRANSPORTATION DEPARTMENT	\$ 253.15
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 122.16
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 1,119.00
361375	16-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 96.81
361376	16-May-2017	NEWEGG BUSINESS, INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 6,411.13
361378	16-May-2017	HARCOURT OUTLINES, INC.	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 313.14
361379	16-May-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 1,291.92
361380	16-May-2017	AVID CENTER	LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 859.00
361382	16-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 553.28
361383	16-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	TAFT ELEMENTARY SCHOOL	\$ 37,689.48
361384	16-May-2017	OPERATION CLEAN SLATE	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,750.00
361385	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361388	16-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 8,393.73
361389	16-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	GARFIELD ELEMENTARY SCHOOL	\$ 335.22
361390	16-May-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 1,718.61
361391	16-May-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 1,917.95
361392	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 2,084.96
361393	16-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 16,609.30
361395	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361397	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361398	16-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 154.73
361399	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361400	16-May-2017	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 12,232.30
361401	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361402	16-May-2017	LITTLEBITS ELECTRONICS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WASHINGTON ELEMENTARY SCHOOL	\$ 8,187.92
361403	16-May-2017	K-LOG INC	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,357.34
361404	16-May-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 377.07
361405	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361406	16-May-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 226.11
361407	16-May-2017	GOVCONNECTION	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 418.82
361408	16-May-2017	PROSOUND AND STAGE LIGHTING	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 5,059.80
361409	16-May-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 9,869.90
361410	16-May-2017	BACCIO CORPORATION dba MAKERBOT INDUSTRIES, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WASHINGTON ELEMENTARY SCHOOL	\$ 7,644.82

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361411	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361413	16-May-2017	CULVER NEWLIN, INC.	One-Time Discretionary Funds	MONTE VISTA ELEMENTARY SCHOOL	\$ 5,600.30
361414	16-May-2017	E.A.P. TECHNOLOGY, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 37,916.67
361415	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361416	16-May-2017	WHITTIER HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 350.00
361417	16-May-2017	WEST COAST FIRE & INTEGRATION, INC.	Ongoing & Major Maintenance Accounts	BUILDING SERVICES	\$ 1,450.00
361418	16-May-2017	ACE JANITORIAL	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 268.77
361419	16-May-2017	ROBERTO ZAVALA dba GALAXY PARTY RENTALS	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 2,000.00
361420	16-May-2017	17TH LAWNMOWER	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 635.73
361422	16-May-2017	VISION MARKING DEVICES	LCFF-Supplemental/Concentration	SCHOOL CLIMATE	\$ 302.53
361423	16-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 408.97
361424	16-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	\$ 181.77
361425	16-May-2017	VISION MARKING DEVICES	LCFF-Supplemental/Concentration	SCHOOL CLIMATE	\$ 32.97
361427	16-May-2017	CI SOLUTIONS	Unrestricted One-time Funds	SCHOOL POLICE SERVICES	\$ 12,955.86
361428	16-May-2017	VISION MARKING DEVICES	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 605.56
361430	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361431	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361432	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361433	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361434	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361435	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361436	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361437	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361438	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361439	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 488.08
361440	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361441	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361442	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361443	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361444	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361445	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361446	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 506.67
361448	16-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 4,369.03
361449	16-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 9,807.35
361451	16-May-2017	LAKESHORE LEARNING MATERIALS	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	\$ 488.08
361452	16-May-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	\$ 1,510.02
361453	16-May-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	\$ 329.49
361454	16-May-2017	PROSOUND AND STAGE LIGHTING	Ongoing & Major Maintenance Account	CHILD DEVELOPMENT	\$ 761.73
361455	16-May-2017	LAKESHORE LEARNING MATERIALS	Head Start	BUILDING SERVICES	\$ 5,141.60
361457	16-May-2017	SCHOOL HEALTH CORPORATION	Unrestricted Discretionary Accounts	CHILD DEVELOPMENT	\$ 892.36
361458	16-May-2017	SPINITAR, INC.	Donations (Miscellaneous)	VALLEY HIGH SCHOOL	\$ 22.67
361460	16-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	\$ 1,290.63
				MARTIN ELEMENTARY SCHOOL	\$ 170.50

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361461	16-May-2017	LANDS END CORPORATE SALES	Unrestricted One-time Funds	K-12 TEACHING AND LEARNING	\$ 1,085.62
361462	16-May-2017	LANDS END CORPORATE SALES	Unrestricted One-time Funds	K-12 TEACHING AND LEARNING	\$ 8,271.10
361463	16-May-2017	BARCO PRODUCTS COMPANY	Saturday Attendance Recovery Program (WIN)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,821.26
361464	16-May-2017	BARCO PRODUCTS COMPANY	Saturday Attendance Recovery Program (WIN)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,421.42
361465	16-May-2017	DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 668.57
361466	16-May-2017	PLAYERS CHOICE	Head Start	CHILD DEVELOPMENT	\$ 984.40
361467	16-May-2017	FRANKLIN INSTRUMENTS CO., INC.	LCFF-Supplemental/Concentration	REACH ACADEMY	\$ 1,572.93
361468	16-May-2017	AMAZON WEB SERVICES, LLC	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 18,100.00
361469	16-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 2,486.88
361470	16-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 24,640.27
361471	16-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 2,482.57
361472	16-May-2017	APPLE, INC.	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 4,279.56
361473	16-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	\$ 23,529.83
361474	16-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 8,772.89
361475	16-May-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 2,051.56
361476	16-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 13,477.07
361477	16-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 2,639.88
361478	16-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 1,319.94
361479	16-May-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 946.02
361480	16-May-2017	ADRIAN ROJAS dba DJ ZUICKY	Unrestricted Discretionary Accounts	LORIN GRISET ACADEMY	\$ 40.00
361481	16-May-2017	B&H PHOTO VIDEO	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	\$ 2,241.64
361482	16-May-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 253.19
361483	16-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 111.40
361484	16-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 834.76
361486	16-May-2017	GOVCONNECTION	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 1,352.12
361487	16-May-2017	CENTENNIAL FARM FOUNDATION	Fundraiser (Non ASB-PTA Deposits)	MARTIN ELEMENTARY SCHOOL	\$ 120.00
361488	16-May-2017	CDW GOVERNMENT, INC.	Saturday Attendance Recovery Program (WIN)	WALKER ELEMENTARY SCHOOL	\$ 1,001.79
361489	16-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 1,411.53
361490	16-May-2017	GOVCONNECTION	Unrestricted One-time Funds	HUMAN RESOURCES DIVISION	\$ 1,097.89
361491	16-May-2017	CONCEPTS SCHOOL AND OFFICE FURNISHINGS	Unrestricted Discretionary Accounts	REACH ACADEMY	\$ 2,503.03
361492	16-May-2017	CULVER NEWLIN, INC.	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 915.88
361493	16-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 95,400.45
361494	16-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 2,738.51
361495	16-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 5,221.26
361496	16-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	\$ 840.84
361497	16-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ 182.10
361498	16-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 181.85
361499	16-May-2017	IDSC HOLDNGS LLC dba SNAP-ON INDUSTRIAL	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	\$ 40,352.64
361500	16-May-2017	IDSC HOLDNGS LLC dba SNAP-ON INDUSTRIAL	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	\$ 50,982.87
361501	16-May-2017	DIGITAL NETWORKS GROUP, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	\$ 2,149.88
361502	16-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 1,489.59
361503	16-May-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,387.92

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361504	17-May-2017	SUBWAY	Donations (Miscellaneous)	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 400.00
361505	17-May-2017	ART SUPPLY WAREHOUSE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 741.36
361506	17-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	\$ 434.93
361507	17-May-2017	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 477.82
361509	17-May-2017	MAYDWELL MASOTS, INC.	Unrestricted Discretionary Accounts	REACH ACADEMY	\$ 4,450.00
361510	17-May-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	TAFT ELEMENTARY SCHOOL	\$ 9,120.00
361511	17-May-2017	US TOY COMPANY CONSTRUCTIVE PLAYTHINGS	Unrestricted Discretionary Accounts	FRANKLIN ELEMENTARY SCHOOL	\$ 161.36
361512	17-May-2017	AUGUSTIN EGELSEE, LLP	Special Education	SPECIAL EDUCATION	\$ 8,000.00
361514	17-May-2017	COSOGO, LLC dba UZIBULL	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SIERRA PREPARATORY ACADEMY	\$ 614.18
361515	17-May-2017	FOLLETT SCHOOL SOLUTIONS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 4,260.11
361516	17-May-2017	B&H PHOTO VIDEO	Title I, Core Set Aside	CARR INTERMEDIATE SCHOOL	\$ 814.86
361517	17-May-2017	GIRLS ON THE RUN ORANGE COUNTY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	\$ 640.00
361518	17-May-2017	GOVCONNECTION	Title I, Core Set Aside	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 217.37
361519	17-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 106.55
361520	17-May-2017	TELESTREAM HOLDINGS CORPORATION dba TELESTREAM, LLC	Title I, Core Set Aside	SANTIAGO ELEMENTARY SCHOOL	\$ 480.03
361522	17-May-2017	ARCHITECTURE, LLC dba CATALYST OFFICE	Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 975.19
361523	17-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	\$ 53.88
361524	17-May-2017	SPHERO, INC.	Title I, Core Set Aside	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 872.71
361525	17-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	TAFT ELEMENTARY SCHOOL	\$ 9,985.20
361526	17-May-2017	EXITCERTIFIED CORP	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 25,000.00
361527	17-May-2017	TELESTREAM HOLDINGS CORPORATION dba TELESTREAM, LLC	Unrestricted Discretionary Accounts	TELEVISION CENTER	\$ 480.03
361529	17-May-2017	WIESER EDUCATIONAL, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,427.95
361530	17-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,883.66
361531	17-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,361.53
361532	17-May-2017	CUSTOMINK, LLC dba CUSTOMINK	Donations (Miscellaneous)	HENINGER ELEMENTARY SCHOOL	\$ 802.39
361533	17-May-2017	IMAGE GRAPHICS	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 3,562.49
361534	17-May-2017	KNOW BUDDY RESOURCES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 211.78
361535	17-May-2017	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 240.41
361536	17-May-2017	MARICELA AYALA dba WIRED UP	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,454.63
361538	17-May-2017	THERAPY SHOPPE, INC.	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 127.48
361539	17-May-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 355.14
361540	17-May-2017	COLLEGE BOARD	Unrestricted - CAHSEE Intensive (7055)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 79,188.00
361541	17-May-2017	SOCIAL STUDIES SCHOOL SERVICE	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	\$ 543.89
361542	17-May-2017	GREAT LAKES SPORTS	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 549.65
361543	17-May-2017	APPLE, INC.	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 1,437.00
361543	17-May-2017	APPLE, INC.	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 1,437.00
361544	17-May-2017	YOUTHLIGHT INC	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 391.64
361545	17-May-2017	SOCIAL STUDIES SCHOOL SERVICE	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 345.39
361546	17-May-2017	FOLLETT SCHOOL SOLUTIONS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 13,845.68
361547	17-May-2017	SUPER DUPEP PUBLICATIONS	Special Education	SPEECH & LANGUAGE	\$ 92.64
361548	17-May-2017	KATHRYN JAYNE FORREST	Unrestricted Discretionary Accounts	WILSON ELEMENTARY SCHOOL	\$ 1,925.00
361549	17-May-2017	HARCOURT OUTLINES, INC.	Donations (Miscellaneous)	HOOVER ELEMENTARY SCHOOL	\$ 517.61

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361550	17-May-2017	DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 110.78
361551	17-May-2017	DONOVAN GOLF COURSES MGMT dba WILLOWICK GOLF COURSE	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 500.00
361552	17-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JACKSON ELEMENTARY SCHOOL	\$ 588.10
361553	17-May-2017	TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 252.99
361554	17-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 43.05
361555	17-May-2017	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 105.82
361556	17-May-2017	R.P.P. GROUP, INC. dba SUBWAY 36125	Fundraiser (Non ASB-PTA Deposits)	JACKSON ELEMENTARY SCHOOL	\$ 630.00
361557	17-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	\$ 397.60
361558	17-May-2017	GOBULK, INC. dba GOBULK.COM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	\$ 541.43
361559	17-May-2017	OCDE/AP IN THE OC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,140.00
361560	18-May-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 2,074.18
361561	18-May-2017	MARATHON INK SCREENPRINTING AND EMBROIDERY	Donations (Miscellaneous)	AFTER SCHOOL PROGRAMS	\$ 2,458.05
361562	18-May-2017	AVID CENTER	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 525.00
361563	18-May-2017	STOMMEL, INC. dba LEHR AUTO ELECTRIC dba PURSUIT NORTH	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 6,725.00
361564	18-May-2017	JOSTENS/JACK NICHOLSON	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	\$ 161.63
361565	18-May-2017	PLAYERS CHOICE	Donations (Miscellaneous)	LORIN GRISET ACADEMY	\$ 409.78
361566	18-May-2017	ARBOR SCIENTIFIC	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 522.90
361567	18-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	EDUCATIONAL-SERVICES DIVISION	\$ 6,877.55
361568	18-May-2017	EAI	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 92.76
361569	18-May-2017	ROCHESTER 100, INC.	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 2,941.58
361570	18-May-2017	JONES SCHOOL SUPPLY CO., INC.	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 418.77
361571	18-May-2017	OFFICE DEPOT	Fundraiser (Non ASB-PTA Deposits)	ADAMS ELEMENTARY SCHOOL	\$ 466.33
361572	18-May-2017	WEST COAST ARBORISTS, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 872.00
361573	18-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 351.70
361574	18-May-2017	LEGO DACTA PITSCO, LLC dba LEGO EDUCATION	Title I, Core Set Aside	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 2,686.73
361576	18-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 518.20
361577	18-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 139.97
361578	18-May-2017	BON APPETIT	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 259.00
361579	18-May-2017	AMAZON CAPITAL SERVICES, INC.	Saturday Attendance Recovery Program (WIN)	HENINGER ELEMENTARY SCHOOL	\$ 77.45
361580	18-May-2017	OC ZOO IRVINE REGIONAL PARK	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 132.00
361581	18-May-2017	CALIFORNIA SCIENCE CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 502.35
361582	18-May-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 305.08
361583	18-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 255.21
361584	18-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,069.24
361585	18-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 504.27
361586	18-May-2017	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 942.86
361587	18-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 201.56
361588	18-May-2017	BREAKOUT, INC. dba BREAKOUT EDU	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	\$ 6,734.38
361589	18-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	\$ 453.13
361590	18-May-2017	MISSION SAN JUAN CAPISTRANO	Donations (Miscellaneous)	MARTIN ELEMENTARY SCHOOL	\$ 1,924.00
361591	18-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 579.91
361592	18-May-2017	SNAP ON INDUSTRIAL	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 381.49

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361593	18-May-2017	CDW GOVERNMENT, INC.	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 803.02
361594	18-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 258.30
361595	18-May-2017	VANTAGE LEARNING	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 8,436.20
361596	18-May-2017	REMIND101, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,000.00
361597	18-May-2017	LOCH UNLIMITED, INC.	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 1,425.00
361598	18-May-2017	LYNDE ORDWAY COMPANY, INC.	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 1,374.86
361599	18-May-2017	LYNDE ORDWAY COMPANY, INC.	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 450.00
361600	18-May-2017	PATRICK ACOMB dba INDUSTRIAL POWER & AUTOMATION	Ongoing & Major Maintenance Accounts	BUILDING SERVICES	\$ 2,945.00
361601	18-May-2017	EAGLE PUMP SERVICES, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 450.00
361602	18-May-2017	TIERRA VERDE INDUSTRIES	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 1,266.07
361603	19-May-2017	GOVCONNECTION	Ongoing & Major Maintenance Accounts	BUILDING SERVICES	\$ 331.86
361604	19-May-2017	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 192.20
361605	19-May-2017	SCHOLASTIC, INC.	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	\$ 989.31
361606	19-May-2017	S & S WORLDWIDE, INC.	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 795.97
361607	19-May-2017	WALMART.COM	Saturday Attendance Recovery Program (WIN)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 568.65
361608	19-May-2017	WALMART.COM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	\$ 76.67
361609	19-May-2017	SCHOLASTIC, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 1,742.31
361610	19-May-2017	HOUGHTON MIFFLIN HARCOURT	Special Education	PSYCHOLOGICAL-SERVICES/APE	\$ 86.74
361611	19-May-2017	WALMART.COM	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 159.42
361612	19-May-2017	PRB CONSTRUCTION	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 2,114.56
361613	19-May-2017	CHARACTER COUNTS! SERVICE CORPORATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	\$ 746.69
361614	19-May-2017	AMAZON CAPITAL SERVICES, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MCFADDEN INTERMEDIATE SCHOOL	\$ 533.72
361615	19-May-2017	FACEING MATH	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	\$ 23.71
361616	19-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WASHINGTON ELEMENTARY SCHOOL	\$ 62.92
361617	19-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 180.76
361618	19-May-2017	TARGET.COM	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 873.76
361619	19-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	\$ 5,000.93
361620	19-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 2,190.35
361621	19-May-2017	TARGET.COM	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	LATHROP INTERMEDIATE SCHOOL	\$ 386.56
361622	19-May-2017	TARGET.COM	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	\$ 38.24
361623	19-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 122.62
361624	19-May-2017	WALMART.COM	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 71.56
361625	19-May-2017	WALMART.COM	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 1,286.04
361627	19-May-2017	APPLE, INC.	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 160.55
361628	19-May-2017	WALMART.COM	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 432.81
361629	19-May-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	Fundraiser (Non ASB-PTA Deposits)	ADAMS ELEMENTARY SCHOOL	\$ 384.03
361630	19-May-2017	DEMCO	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 890.79
361631	19-May-2017	APPLE, INC.	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 844.76
361631	19-May-2017	APPLE, INC.	Unrestricted One-time Funds	EDUCATIONAL-SERVICES DIVISION	\$ 6,764.55
361632	19-May-2017	ORANGE COUNTY HISPANIC CHAMBER OF COMMERCE	Unrestricted Discretionary Accounts	SUPERINTENDENT'S OFFICE	\$ 1,500.00
361633	19-May-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	\$ 1,137.84

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361634	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	MONTE VISTA ELEMENTARY SCHOOL	\$ 861.78
361635	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 184.97
361636	19-May-2017	DISPLAYS 2 GO	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 439.09
361637	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,595.63
361638	19-May-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	\$ 384.67
361639	19-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 227.57
361641	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 797.17
361642	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	CARR INTERMEDIATE SCHOOL	\$ 263.42
361643	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 768.04
361645	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 35.97
361646	19-May-2017	CUSTOMINK, LLC dba CUSTOMINK	Donations (Miscellaneous)	MADISON ELEMENTARY SCHOOL	\$ 616.14
361647	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 253.04
361648	19-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 301.70
361649	19-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	TAFT ELEMENTARY SCHOOL	\$ 1,236.10
361650	19-May-2017	SCHOLASTIC, INC.	Fundraiser (Non ASB-PTA Deposits)	ADAMS ELEMENTARY SCHOOL	\$ 1,636.06
361651	19-May-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 3,905.16
361652	19-May-2017	CUSTOMINK, LLC dba CUSTOMINK	Donations (Miscellaneous)	MADISON ELEMENTARY SCHOOL	\$ 565.45
361653	19-May-2017	BARNES & NOBLE BOOKSELLERS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 1,551.60
361654	19-May-2017	SUPER DUPEP PUBLICATIONS	Special Education	SPEECH & LANGUAGE	\$ 96.95
361655	19-May-2017	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 439.54
361656	19-May-2017	UNITED STATES ACADEMIC DECATHLON	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 754.25
361656	19-May-2017	UNITED STATES ACADEMIC DECATHLON	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 521.51
361657	19-May-2017	CHILD THERAPY TOYS.COM, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	\$ 48.42
361658	19-May-2017	DEMCO	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 185.27
361659	19-May-2017	THERAPRO	Special Education	SPEECH & LANGUAGE	\$ 80.50
361660	19-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 3,811.76
361661	19-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 261.74
361662	19-May-2017	REALITYWORKS, INC.	Donations (Miscellaneous)	SEGERSTROM HIGH SCHOOL	\$ 1,882.93
361662	19-May-2017	REALITYWORKS, INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,085.50
361663	19-May-2017	ACHIEVE3000, INC.	Title I, Core Set Aside	SANTA ANA HIGH SCHOOL	\$ 1,512.81
361665	19-May-2017	VRCO, INC.	Saturday Attendance Recovery Program (WIN)	DIAMOND ELEMENTARY SCHOOL	\$ 1,854.54
361666	19-May-2017	K-LOG INC	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	\$ 3,948.40
361667	19-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 7,969.94
361668	19-May-2017	GOVCONNECTION	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 103.44
361669	19-May-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 144.52
361670	19-May-2017	SCHOOL OUTFITTERS, LLC	Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 209.12
361671	19-May-2017	SCHOOL OUTFITTERS, LLC	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 2,755.70
361673	19-May-2017	GOVCONNECTION	Special Education	SPECIAL EDUCATION	\$ 240.55
361674	19-May-2017	EVOLVE, INC. dba OZOBOT	Two-Way Digital ITFS License Revenue	TECHNOLOGY	\$ 4,310.00
361675	19-May-2017	SPHERO, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	\$ 2,391.77
361683	22-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 27.99
361685	22-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 84,082.11

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361686	22-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 99,835.60
361687	22-May-2017	COMPLETE BUSINESS SYSTEMS	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	\$ 4,793.20
361688	22-May-2017	COMPLETE BUSINESS SYSTEMS	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	\$ 3,523.24
361689	22-May-2017	ASANA, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 1,500.00
361690	22-May-2017	LITTLEBITS ELECTRONICS, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,231.37
361691	22-May-2017	CULVER NEWLIN, INC.	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 3,874.15
361692	22-May-2017	THE LIBRARY STORE, INC.	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 4,383.62
361693	22-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	EARLY CHILDHOOD EDUCATION	\$ 1,453.97
361694	22-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	KENNEDY ELEMENTARY SCHOOL	\$ 550.61
361695	22-May-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 15,700.72
361696	22-May-2017	APPLE, INC.	Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 737.01
361697	22-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	TAFT ELEMENTARY SCHOOL	\$ 967.00
361699	22-May-2017	COSTCO WHOLESAL	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 251.27
361700	22-May-2017	COSTCO WHOLESAL	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 1,433.69
361702	22-May-2017	PROJECT TOMORROW	Education Academy [D434] CHS	CENTURY HIGH SCHOOL	\$ 9,600.00
361704	22-May-2017	FOTO FIESTA FINISHING, INC. dba SUNSET SCHOOL PORTRAITS	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 2,870.00
361705	22-May-2017	J.W. PEPPER & SONS, INC.	Title I, Core Set Aside	WILLARD INTERMEDIATE SCHOOL	\$ 17.24
361706	22-May-2017	DISCOVERY CUBE ORANGE COUNTY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 375.00
361707	22-May-2017	PASSION RIVER PRODUCTIONS, INC.	Unrestricted Discretionary Accounts	COMMUNITY RELATIONS	\$ 407.99
361708	22-May-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 525.00
361709	22-May-2017	R.P.P. GROUP, INC. dba SUBWAY 36125	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 188.56
361710	22-May-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	ALTERNATIVE EDUCATION	\$ 5,425.92
361710	22-May-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	ALTERNATIVE EDUCATION	\$ 10.78
361711	22-May-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	\$ 1,744.00
361712	22-May-2017	HASAIN SMITH	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 970.00
361713	22-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	ALTERNATIVE EDUCATION	\$ 725.74
361714	22-May-2017	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	\$ 999.75
361715	22-May-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 427.77
361716	22-May-2017	SCHOOL OUTFITTERS, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	\$ 248.40
361717	22-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 211.29
361721	22-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	\$ 1,182.29
361722	22-May-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 1,131.38
361723	22-May-2017	AVID REGION 9	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LATHROP INTERMEDIATE SCHOOL	\$ 2,280.00
361724	22-May-2017	KNOTTS BERRY FARM	Donations (Miscellaneous)	HENINGER ELEMENTARY SCHOOL	\$ 3,200.00
361725	22-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	\$ 376.37
361726	23-May-2017	CONCEPTS SCHOOL AND OFFICE FURNISHINGS	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 3,905.94
361727	23-May-2017	DEPARTMENT OF GENERAL SERVICES	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 251,523.74
361728	23-May-2017	CULVER NEWLIN, INC.	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 3,529.89
361729	23-May-2017	EVOLLVE, INC. dba OZOBOT	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 762.87
361730	23-May-2017	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 197,300.16
361731	23-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 2,327.18
361734	23-May-2017	RIVERA SPORTS	Communication Studies (Speech and Debate)	K-12 TEACHING AND LEARNING	\$ 3,055.79

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361735	23-May-2017	SHIFFLER EQUIPMENT SALES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 538.27
361736	23-May-2017	RELIABLE DELIVERY SERVICE, INC.	Cell Leases-Facilities	FACILITIES/GOVERNMENTAL RELATIONS	\$ 330.00
361738	23-May-2017	KIWANIS CLUB OF SANTA ANA	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 125.00
361739	23-May-2017	FULL SWING CONSTRUCTION, INC. dba RAPID WALLS	One-Time Discretionary Funds	MONTE VISTA ELEMENTARY SCHOOL	\$ 11,400.00
361740	23-May-2017	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	\$ 1,422.25
361741	23-May-2017	VARIDESK, LLC	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 425.61
361742	23-May-2017	LISA FAWN BARSAMIAN dba OFFICE SEATING OUTLET	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 662.66
361744	23-May-2017	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 458.20
361745	23-May-2017	CRISP ENTERPRISES dba C2 IMAGING	Cell Leases-Facilities	FACILITIES/GOVERNMENTAL RELATIONS	\$ 600.00
361746	23-May-2017	SUBLIME PROMOTIONS, LLC dba BUYSHADE.COM	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,463.15
361747	23-May-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 322.62
361748	23-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 208.69
361749	23-May-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 604.44
Grand Total:					\$ 2,082,107.88

Fund 09

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361119	10-May-2017	AVID CENTER	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 1,455.00
361732	23-May-2017	OFFICE DEPOT	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 12,613.01
361737	23-May-2017	GREENFIELDS OUTDOOR FITNESS, INC.	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 26,671.83
Grand Total:					\$ 40,739.84

Fund 12

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361211	11-May-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 1,103.42
361212	11-May-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 805.52
361213	11-May-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 2,198.49
361333	15-May-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 48.96
361447	16-May-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 7,309.29
361450	16-May-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 297.04
361456	16-May-2017	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 566.92
Grand Total:					\$ 12,329.64

Fund 13

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361183	11-May-2017	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 288.04
361191	11-May-2017	SCSNA	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 75.00
361309	15-May-2017	AMAZON CAPITAL SERVICES, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 493.67
361374	16-May-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,857.40
361412	16-May-2017	ULINE SHIPPING SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 428.45
361426	16-May-2017	CHEFS' TOYS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,817.71
361513	17-May-2017	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 964.36
361575	18-May-2017	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 562.84
361575	18-May-2017	OFFICE DEPOT	Child Nutrition: School Programs	SUMMER SCHOOL	\$ 403.82
361676	22-May-2017	CALIFORNIA INDUSTRIAL	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,171.96
361677	22-May-2017	CHEFS' TOYS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 798.59
361678	22-May-2017	KYA SERVICES, LLC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 993.38
361679	22-May-2017	KYA SERVICES, LLC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,114.45
361680	22-May-2017	JC FOODSERVICE, INC. dba ACTION SALES	Child Nutrition: School Programs	DIAMOND ELEMENTARY SCHOOL	\$ 2,507.88
361680	22-May-2017	JC FOODSERVICE, INC. dba ACTION SALES	Child Nutrition: School Programs	LINCOLN ELEMENTARY SCHOOL	\$ 2,507.88
361681	22-May-2017	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 540.83
361682	22-May-2017	GRAYBAR	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 531.24
361684	22-May-2017	REFRIGERATION CONTROL CO., INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,430.00
361698	22-May-2017	CASE & SONS CONSTRUCTION, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 9,470.00
Grand Total:					\$ 31,957.50

Fund 14

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361164	10-May-2017	HILLYARD	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 3,525.56
361165	10-May-2017	ANDERSON REPAIR AND SUPPLY COMPANY, INC.	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 1,644.27
Grand Total:					\$ 5,169.83

Fund 25

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361330	15-May-2017	PARKER & COVERT, LLP	Fund 25 Redevelopment Agency (RDA) Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 2,500.00
Grand Total:					\$ 2,500.00

Fund 40

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361134	10-May-2017	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Emergency Repair Prgm-Williams Case	MITCHELL CHILD DEVELOPMENT CENTER	\$ 2,406.82
361329	15-May-2017	SOUTH COAST LOGISTICS	Emergency Repair Prgm-Williams Case	MITCHELL CHILD DEVELOPMENT CENTER	\$ 3,499.15
361369	16-May-2017	COUNTY OF ORANGE/CLERK-RECORDER	Fund 40 2016 Lease Purchase	ADVANCED LEARNING ACADEMY	\$ 2,231.25
361459	16-May-2017	DAVE BANG ASSOCIATES, INC.	Fund 40 2016 Lease Purchase	ADVANCED LEARNING ACADEMY	\$ 42,692.07
361743	23-May-2017	SIGN A RAMA	Emergency Repair Prgm-Williams Case	MITCHELL CHILD DEVELOPMENT CENTER	\$ 684.70
Grand Total:					\$ 51,513.99

Fund 81

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361122	10-May-2017	RITEWAY AUTO PAINT AND BODY WORKS	Fund 81 Property & Liability	DISTRICT-WIDE	\$ 1,614.18
361387	16-May-2017	VERIZON WIRELESS	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 2,025.70
361429	16-May-2017	VERIZON WIRELESS	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 11,792.00
361521	17-May-2017	COMMUNICATIONS USA, INC.	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 13,733.76
Grand Total:					\$ 29,165.64

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of May 10, 2017 through May 23, 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.

The Expenditure Summary Report consists of all warrants created during the period of May 10, 2017 through May 23, 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 May 10, 2017 through May 23, 2017.

TD:dp:mm

ITEM SUMMARY:

- Snapshot of all warrants issued for period of May 10, 2017 through May 23, 2017
- All expenditures were previously approved through prior Board action
- Board Policy 3300
- Required by Ed. Code 17604



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: May 23, 2017
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Tina Douglas, Assistant Superintendent, Business Services
Subject: Expenditures Summary: From 10-MAY-2017 through 23-MAY-2017

Fund 01 General Fund	\$2,837,670.28
Fund 09 Charter School Fund	\$662.86
Fund 12 Child Development	\$9,609.35
Fund 13 Cafeteria Fund	\$1,244,945.41
Fund 14 Deferred Maintenance Fund	\$43,909.18
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$5,130.50
Fund 25 Capital Facilities Fund	\$32,620.58
Fund 40 Special Reserve Fund	\$495,509.82
Fund 68 Workers' Compensation	\$84,846.89
Fund 69 Health & Welfare	\$5,731,362.96
Fund 81 Property & Liability	\$63,090.53
Total Expenditures:	\$10,549,358.36

Prepared by: Dawn Piatek, Director, Accounting and Payroll

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

BOARD OF EDUCATION

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

SAUSD Board of Education Warrant Listing

May 12, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84236187	OC TRANSIT, INC. Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$34,500.00
84236184	JFK TRANSPORTATION Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$27,000.00
84236178	DURHAM SCHOOL SERVICES, L.P. 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships Pupil Transportation (7230/7240) Unrestricted - Regional Occupational Center Program (ROC/P 6350)	HOOVER ELEMENTARY SCHOOL TRANSPORTATION DEPARTMENT REGIONAL OCCUPATIONAL PROGRAM	\$687,004.83
84236170	APPLE, INC. Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A LCFF-Supplemental/Concentration Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT CENTURY HIGH SCHOOL LOWELL ELEMENTARY SCHOOL K-12 TEACHING AND LEARNING INSTRUCTIONAL MEDIA CENTER	\$52,518.48
84236169	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. Fund 01 General Fund Head Start Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT CHILD DEVELOPMENT BUILDING SERVICES	\$36,557.00
84236135	DISCOVERY CUBE ORANGE COUNTY 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$56,812.65
84236129	CITY OF SANTA ANA Unrestricted Discretionary Accounts	DISTRICTWIDE	\$31,509.52

SAUSD Board of Education Warrant Listing

May 12, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 13 Cafeteria Fund			
84236238	A & R WHOLESALE DISTRIBUTORS		\$32,141.96
	Child Nutrition: School Programs	NUTRITION SERVICES	
84236236	A & R WHOLESALE DISTRIBUTORS		\$35,000.53
	Child Nutrition: School Programs	NUTRITION SERVICES	
Fund 69 Health & Welfare			
84236253	SANTA ANA UNIFIED SCHOOL DISTRICT		\$440,623.10
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
		Grand Total:	\$1,433,668.07

SAUSD Board of Education Warrant Listing

May 16, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84236300	OC TRANSIT, INC. Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$36,000.00
84236286	B&H PHOTO VIDEO Supplementary Programs-Specialized Secondary	SANTA ANA HIGH SCHOOL	\$50,528.41
84236269	FOOTHILLS EDUCATION AND TECHNOLOGY Unrestricted Discretionary Accounts	DISTRICTWIDE	\$32,619.00
84236264	DIGITAL NETWORKS GROUP, INC. LCFF-Supplemental/Concentration Two-Way Digital ITFS Licensee Revenue	FACILITIES/GOVERNMENTAL RELATIONS TECHNOLOGY	\$108,697.45
Fund 13 Cafeteria Fund			
84236332	PH HAGOPIAN CONTRACTOR, INC. Child Nutrition: School Programs	CASH ACCOUNT	\$81,485.00
84236330	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	NUTRITION SERVICES	\$54,653.98
84236328	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	NUTRITION SERVICES	\$39,665.76
84236326	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	NUTRITION SERVICES	\$91,658.14
84236321	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$87,565.06
84236318	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$42,981.45
Fund 40 Special Reserve Fund			
84236338	PH HAGOPIAN CONTRACTOR, INC. Fd 40 Kitchen Remodeling	SANTA ANA HIGH SCHOOL	\$380,250.15

SAUSD Board of Education Warrant Listing

May 16, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 68 Workers' Compensation			
84236341	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' Fund 68 Workers' Compensation	RISK MANAGEMENT	\$77,686.07
Grand Total :			\$1,083,790.47

SAUSD Board of Education Warrant Listing

May 19, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84236496	COLLEGE BOARD Unrestricted - CAHSEE Intensive (7055)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$76,263.00
84236365	RODOLFO CAZALES dba TOYAMA KARATE-DO ORGANIZATION 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$25,421.20
84236395	APPLE, INC. 21st Century ASSETS (roll-up 4124) Fund 01 General Fund Special Education Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL ACCOUNTING DEPARTMENT SPECIAL EDUCATION MONROE ELEMENTARY SCHOOL TECHNOLOGY INNOVATION SERVICES	\$26,675.69
84236364	PLAYWORKS EDUCATION ENERGIZED IASA: Title I Basic Grants Low-Income and Neglected, Part A Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL	\$36,000.00
84236450	JFK TRANSPORTATION Pupil Transportation (7230/7240) Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT TRANSPORTATION DEPARTMENT	\$36,400.00
84236521	ORACLE AMERICA, INC. Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$48,979.47
84236409	KELLY PAPER COMPANY Fund 01 General Fund	ACCOUNTING DEPARTMENT PUBLICATIONS	\$37,727.26

SAUSD Board of Education Warrant Listing

May 19, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 13 Cafeteria Fund			
84236538	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$76,187.03
84236581	PRESSED PAPERBOARD TECHNOLOGIES LLC Child Nutrition: School Programs	NUTRITION SERVICES	\$52,345.26
84236540	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$27,200.92
84236542	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$84,250.30
84236544	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	LORIN GRISET ACADEMY NUTRITION SERVICES SEGERSTROM HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$128,060.45
84236577	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE COMPANY Child Nutrition: School Programs	NUTRITION SERVICES	\$32,180.13
Fund 69 Health & Welfare			
84236389	KAISER FOUNDATION HEALTH PLAN, INC. Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$1,725,421.63
84236388	DELTA DENTAL INSURANCE COMPANY Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$50,007.78
Fund 81 Property & Liability			
84236391	SANTA ANA UNIFIED SCHOOL DISTRICT Fund 81 Property & Liability	RISK MANAGEMENT	\$44,976.51
Grand Total:			\$2,508,096.63

SAUSD Board of Education Warrant Listing

May 23, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84236679	NATIONAL EDUCATIONAL MUSIC CO.		\$25,280.80
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	
84236652	BERTRAND'S MUSIC ENTERPRISES		\$26,470.49
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	
84236651	BERTRAND'S MUSIC ENTERPRISES		\$26,380.76
	LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	
	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	
84236621	WARE DISPOSAL, INC.		\$46,124.41
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84236613	HENRY T. NICHOLAS EDUCATION FOUNDATION dba		\$217,200.00
	NAC (Nicholas Academic Center)	K-12 SCHOOL PERFORMANCE AND CULTURE	
84236610	E.A.P. TECHNOLOGY, INC.		\$95,521.67
	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	
84236605	BOYS AND GIRLS CLUB OF SANTA ANA		\$28,052.86
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
Fund 13 Cafeteria Fund			
84236706	A & R WHOLESALE DISTRIBUTORS		\$51,658.47
	Child Nutrition: School Programs	NUTRITION SERVICES	
84236704	A & R WHOLESALE DISTRIBUTORS		\$64,397.73
	Child Nutrition: School Programs	NUTRITION SERVICES	
84236702	A & R WHOLESALE DISTRIBUTORS		\$31,627.52
	Child Nutrition: School Programs	NUTRITION SERVICES	

SAUSD Board of Education Warrant Listing

May 23, 2017

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 40 Special Reserve Fund			
84236722	LENTZ MORRISSEY ARCHITECTURE, INC.		\$104,210.00
	Emergency Repair Program-Williams Case	CARVER ELEMENTARY SCHOOL	
		GARFIELD ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
 Fund 69 Health & Welfare			
84236726	VISION SERVICE PLAN		\$37,590.05
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84236725	SANTA ANA UNIFIED SCHOOL DISTRICT		\$139,735.29
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84236724	BLUE SHIELD OF CALIFORNIA		\$3,310,200.90
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Grand Total:			\$4,204,450.95

AGENDA ITEM BACKUP SHEET
June 13, 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 11 new hires for SAUSD, including:

- Activity Supervisor – 5
- After School Instructional Provider – 2
- Community & Family Outreach Liaison - 1
- School Police Officer – 1
- Student Support Paraprofessional – Special Education – 1
- Teacher’s Aide – 1

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 - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS 2016-17					
Apps, Kathleen	Principal	Middle College	June 30, 2017		Retirement - 34 years
Clifford, Florence	Teacher	Greenville	June 22, 2017		Retirement - 27 years
Cornforth, Patrick	Principal	Lorin Grisot	June 30, 2017		Retirement - 6 years
Davis, Charlene	Speech and Language Pathologist	Speech Department	June 22, 2017		Retirement - 19 years
Ellsberry, Gloria	Nurse	Health/Home-Hospital Instruction	June 22, 2017		Retirement - 12 years
Fraterrigo, Roland	Psychologist	Psychological Services	June 22, 2017		Retirement - 28 years
Ito, Alexandra	Director of Instructional Technology	K-12 Curriculum Instruction/Staff Development	June 30, 2017		Retirement - 32 years
Lohnes, Doreen	Assistant Superintendent-Special Education/Special Education Local Plan Area SELPA	Special Education	June 30, 2017		Retirement - 11 years
Mc Geeney, Dennis	Program Specialist	Registration and Testing Center	June 30, 2017		Retirement - 31 years

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS 2016-17 (Continued)					
Murray, Betsy	Teacher	Thorpe	July 25, 2017		Retirement - 18 years
Roberson, Cathy	Teacher	Lowell	June 22, 2017		Retirement - 29 years
Rubio, Maria	Teacher	Lowell	June 22, 2017		Retirement - 22 years
Stetler, Teresa	Principal	Thorpe	June 30, 2017		Retirement - 31 years
Young, Terry	Teacher	MacArthur	June 22, 2017		Retirement - 28 years
RESCINDED RETIREMENT 2016-17					
Oliver, Harry	NJROTC	Santa Ana	June 22, 2017		Retirement - 20 years
RESIGNATIONS 2016-17					
Lighthall, Loren	Assistant Principal	Santa Ana	June 26, 2017		Accepted another positions - 10 years
Shin, Catherine	Teacher	Esqueda	June 22, 2017		Moving, Accepted another positions - 3 years
Solorzano, Carlene	Teacher	Lathrop	June 22, 2017		Accepted another positions - 4 years

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS 2016-17 (Continued)					
Valenti, Brittany	Teacher	Villa	June 22, 2017		Accepted another position, Family Responsibilities - 3 years
OFFER OF EMPLOYMENT					
Beaman, Francene	Teacher - Art of Animation	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Celaya, Candida	Teacher - Finance and Business	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Curiel, Danny	Teacher - Automotive	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Erikson, Tom	Teacher - Criminal Justice	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Fe, Helen	Teacher - Medical Assistant	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Garcia, Jose M.	Teacher - Art of Graphic Design	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Garcia, Saul	Teacher - Automotive	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Heremans, Tiffany	Teacher - Culinary Arts	ROP	August 11, 2017	June 1, 2018	Rehire - 44910

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
OFFER OF EMPLOYMENT					
Holland, Cynthia	Teacher - Computer Technology	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Nusbickel, Thomas	Teacher - Engineering	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Ramirez, Steven	Teacher - Art of Graphic Design	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Rich, Christine	Teacher - Computer Technology	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Russo, Joseph	Teacher - Art of Digital Photography	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Vu, Minh	Teacher - Engineering	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Corral, Cynthia	Psychologist	Psychological Services	May 29, 2017	June 22, 2017	Child Care
Ramirez-Ladd, Caron	Teacher	Spurgeon	April 20, 2017	May 8, 2017	Family Responsibilities

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
39-MONTH REEMPLOYMENT					
Rey, Diane	Program Specialist	Health/Home-Hospital Instruction	May 24, 2017	August 24, 2020	
SUMMER SCHOOL TEACHERS					
Alonzo, Yvonne		Godinez			
Anaya, Felipe		Godinez			
Anderson, Carolyn		Santa Ana			
Arredondo, Eliana		Godinez			
Ashkiani, Ali		Century			
Basu, Neeta		Segerstrom			
Beichner, Josina		Godinez			
Berger, Michael		Lorin Grisct			
Bishara, Dave		Saddleback			
Booker, Howard		Lorin Grisct			
Bradshaw, Christopher		Segerstrom			
Buenrostro, Edward		Segerstrom			
Bustard, Michael		Segerstrom			
Callanan, Jill		Saddleback			
Castro, Laura		Segerstrom			
Cervantes, Alfredo		Godinez			
Chawke, Michael		Valley			
Chen, George		Saddleback			
Cheser, Ron		Segerstrom			
Collins, Michael		Valley			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Contreras, Juan		Godinez			
Contreras, Miriam		Godinez			
Cortez, Heriberto		Segerstrom			
Cosley, Jessica		Chavez			
Covey, Richard		Godinez			
Crewe, Dominic		Valley			
Czaja, Gregory		Saddleback			
Dalton, Monica		Saddleback			
Dreyer, Claire		Lorin Grisnet			
Echeverria, Daniel		Century			
Elizondo, Gerard		Godinez			
Elmasry, Fareed		Santa Ana			
Espinoza, Emilio		Godinez			
Espinoza, Rosalina		Century			
Gammig, Michael		Saddleback			
Garcia, Joseph		Lorin Grisnet			
Garcia-Chau, Elsa		Independent Study			
Gentile, Nicholas		Saddleback			
Gibson, Jonathan		Saddleback			
Glover, Valerie		Saddleback			
Golden, Darcee		Valley			
Gomez, Adrian		Godinez			
Gomeztrejo, Fred		Segerstrom			
Gordon, Roger		Saddleback			
Green, Eric		Godinez			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Guerrero, Elizabeth		Century			
Harris, Donzelle		Santa Ana			
Hess, Thomas		Segerstrom			
Hinman, Robert		Santa Ana			
Holguin, Michelle		Saddleback			
Humphrey, Geraldine		Chavez			
Jimenez, Rocio		Century			
Johnston, Margery		Godinez			
Kavati, Kamala		Santa Ana			
Killion, Darryl		Santa Ana			
Kirchberg, John		Valley			
Koeler, James		Godinez			
Lapic, Andrew		Century			
Lopez, Veronica		Valley			
Mackenzie, Marcus		Century			
Malagon, Arnulfo		Chavez			
Maldonado, Gloria		Chavez			
Manntai, Eric		Segerstrom			
Manntai, Jessica		Century			
Martinez, Roman		Santa Ana			
Mc Cook, Robert		Santa Ana			
McCluskey, Kameron		Segerstrom			
Mejia, Juan		Valley			
Molina, Fausto Jr.		Segerstrom			
Montero, Adrian		Saddleback			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Mullins, Peter		Saddleback			
Nguyen, Ngan Kim		Segerstrom			
Nguyen, Thu		Middle College			
Nunez, Jesus		Century			
Oishi, Todd		Godinez			
Parga, Regina		Segerstrom			
Park, Chu		Chavez			
Peimbert, Barbara		Saddleback			
Pena, Maricela		Lorin Grisnet			
Perez, Enrique		Lorin Grisnet			
Perez, Mirna		Segerstrom			
Pilon, Paul		Segerstrom			
Pola, Kevin		Godinez			
Priess, Ann		Godinez			
Putros, Danial		Chavez			
Ramirez, Angelica		Saddleback			
Ramirez, Robert		Santa Ana			
Ramos, Rafael		Godinez			
Rendon, Rocio		Segerstrom			
Reuter, David		Santa Ana			
Reynozo, Jesse		Lorin Grisnet			
Robison, James		Segerstrom			
Rodriguez-Thomas, Rocio		Santa Ana			
Romero, Analu		Saddleback			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Rush, Kathryn		Chavez			
Salcedo, Margie		Santa Ana Valley			
Scanlon, Brian		Santa Ana			
Sechrest, Eric		Chavez			
Shelton, Arlyn		Century			
Shepherd, Christine		Century			
Sirgy, Michelle		Century			
Smith, Thomas		Godinez			
Snyder, William		Godinez			
Solares, Elizabeth		Godinez			
Statler, Monique		Segerstrom			
Streckfus, Anne Marie		Valley			
Terwilliger, Erik		Santa Ana			
Thompson, Robert		Saddleback			
Turner, Rosalind		Chavez			
Urrea, Gustavo		Godinez			
Uytingco, Emmanuel		Lorin Grisot			
Vazquez, Benjamin		Saddleback			
Volmer, Susan		Segerstrom			
Vu, Lan		Segerstrom			
Walker, Kenneth		Santa Ana			
Walle, Angelita		Segerstrom			
West, Jeffrey		Valley			
Witte, Laura		Segerstrom			
Wong, David		Segerstrom			

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Headland, Victoria	Interpreter Hearing Impaired	Taft	June 21, 2017			32 years, 9 months
Kozak, Kathleen	Job Training Asst. Sp. Ed.	Transition Program	June 21, 2017			21 years, 9 months
Kusinsky, Daniel	Plumber II	Bldg. Svcs.	July 18, 2017			38 years, 10 months
RESIGNATIONS						
Douglas, Tina	Asst. Supt. of Business Services	Business Svcs.	June 30, 2017			Personal - 2 years, 2 months
Guerra, Linzey	Activity Supervisor	Saddleback	May 23, 2017			Personal - 1 year, 7 months
Jacobo, Mayra	Activity Supervisor	King	April 5, 2017			Personal - 1 year, 5 months
Mears, Jessica	Sr. Facilities Planner	Facilities	May 30, 2017			Personal - 7 years, 8 months
Pham, Ryan	SSP Sp. Ed.	McFadden	April 21, 2017			Personal - 2 weeks
Rico, Andreana	After School IP	After School Program	May 19, 2017			Personal - 9 months
Sanchez, Lirio	Preschool Teacher	ECE	June 1, 2017			Personal - 10 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS (Continuation)						
Tate, Vanessa	Licensed Vocational Nurse	Health/Home-Hospital Instr.	March 31, 2017			Personal - 1 year, 10 months
Vargas, Laura	Head Start Teacher	Head Start/State Preschool	May 17, 2017			Personal - 8 years, 2 months
Zuniga, Luz	Activity Supervisor	Santiago	June 2, 2017			Personal - 5
TERMINATIONS						
ID# 31318	Fd. Svc. Wkr.	Nutrition Svcs.	May 17, 2017			
ID# 30800	After School IP	Diamond	June 1, 2017			
VOLUNTARY DEMOTION						
Alfaro, Cesar	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	May 8, 2017		13/6	From Fd. Svc. Spvr. Int.
ABSENCES (3 to 20 duty days) - Without Pay						
Dunkle, Whitney	After School IP	Harvey	May 30, 2017	June 21, 2017		Personal
Garcia, Lily	Headstart Teacher	Child Development	May 30, 2017	June 23, 2017		Personal
Mendoza, Patricia	Teacher Aide	Lorin Griset	June 13, 2017	June 22, 2017		Personal

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
LEAVES (21 duty days or more) - Without Pay						
Frias, Omar	Computer Technician Autism	MacArthur	August 7, 2017	June 4, 2018		Personal
Macias, Ana	Paraprofessional	Mitchell	April 24, 2017	June 21, 2018		Personal
Ramirez, Elizabeth	Instr. Asst. Sev. Dis.	Adult Transition	August 14, 2017	May 31, 2018		Personal
MILITARY LEAVE						
Nguyen, Nhon Kiet	Sch. Police Officer	School Police	June 7, 2017	June 27, 2017		
NEW HIRES						
Anaya Sanchez, Jennifer	SSP Sp. Ed.	Carr	May 31, 2017		19/2	Probationary
Brennan, Brittany Hernandez, Michelle	After School IP After School IP	After School Programs After School Programs	May 16, 2017 June 9, 2017		16/1 16/1	Probationary Probationary
Jones, Lucas	School Police Officer	School Police	June 14, 2017		40B/1	Probationary
Lopez, Mayra	Community & Family Outreach Liaison	School Climate	June 14, 2017		36/1	Probationary
Macias, Daniel	Activity Supervisor	Valley	May 23, 2017		10/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 13, 2017**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continuation)						
Maqueda, Christian	Activity Supervisor	Valley	May 26, 2017		10/1	
McCoy, Bersalin	Activity Supervisor	Century	May 19, 2017		10/1	
Plascencia, Sylvia	Activity Supervisor	Sierra	May 12, 2017		10/1	
Ramires, Bertha	Teacher's Aide	ECE	May 22, 2017		10/1	Probationary
Ruvalcaba Ruiz, Maria	Activity Supervisor	King	May 31, 2017		10/1	
REASSIGNMENTS (Change of Work Site)						
Calderon, Betty	Categorical Budget Analyst	Budget Dept.	May 10, 2017			From Special Ed.
Godinez, Jorge	Budget Technician	Budget Dept.	May 10, 2017			From Facilities
Gonzalez, Maria	Sr. Fd. Svc. Wkr.	Saddleback	April 19, 2017			From Santa Ana High
Pritchett, Jaime	Budget Technician	Budget Dept.	May 15, 2017			From Deputy Supts. Office
Torres, Jocelyn	After School IP	Diamond	May 30, 2017			From Sierra
REASSIGNMENT						
Ruiz Castellanos, Oscar	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	April 19, 2017			From Sr.Fd. Svc. Wkr.

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 13, 2017**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADJUSTMENT OF WORKING ASSIGNMENT						
Azhar, Khadija	After School IP	After School Program	April 17, 2017		16/3	From 4 hours to 6 hours
TEMPORARY ASSIGNMENTS						
Aguilar, Josue	From Custodian to Rv. Ld. Custodian	Bldg. Svcs.	May 18, 2017	May 22, 2017	28/5 + Diff.	
Archila, Yadira	From Site Clerk to Sch. Off. Mgr. Elem.	Monroe	April 24, 2017	April 28, 2017	28/5	
Barraza, Erica	From Sr. Fd. Svc. Wkr. to Fd. Svc. Spvtr. Int.	Nutrition Svcs.	May 8, 2017	June 21, 2017	27/1	
Bejar, Jose	From Rv. Ld. Custodian to Plant Cust. Elem.	Bldg. Svcs.	April 12, 2017	April 14, 2017	28/6	
Cortez, Jim	From Custodian to Rv. Ld. Custodian	Bldg. Svcs.	June 5, 2017	June 9, 2017	28/4 + Diff.	
Espino, Hugo	From Custodian to Lead Custodian H.S.	Bldg. Svcs.	May 1, 2017	May 5, 2017	28/5 + Diff.	
Goddard, Joshua	From Mgr. of Fd. Svcs. Operations to Asst. Dir. of Fd. Svcs.	Nutrition Svcs.	May 1, 2017	June 30, 2017	Level 38/1	
Gonzalez, Marily	Site Coordinator	After School Programs	June 5, 2017	June 21, 2017	\$25	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)						
Lopez, Gerson	From Custodian to Rv. Ld. Custodian	Bldg. Svcs. After School Programs	February 1, 2017	June 2, 2017	28/5 + Diff.	
Lopez, Olga	From After School IP to Site Coordinator	Century	May 15, 2017	June 21, 2017	\$25	
Lopez, Priscilla	From Site Clerk to Sch. Off. Asst. Sec.		May 27, 2017	June 23, 2017	24/3	
Pantoja, Angel	From Groundskeeper to Ath. Fld. Grndkpr. H.S	Bldg. Svcs.	May 30, 2017	June 30, 2017	25/6	
Pedraza, Sandra	From Sch. Off. Asst. Sec. to Sch. Off. Mgr. Int.	Carr	May 12, 2017	May 19, 2017	28/5	
Pham, Ryan	From After School IP to Site Coordinator	After School Programs	May 5, 2017	May 10, 2017	\$25	
Ramirez, Edgar	From Library Media Tech. to Computer Tech.	Mendez	June 2, 2017	June 21, 2017	28/2	
Sanchez Alvarado, Habib	From Fd. Svc. Wkr. to Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 10, 2017	June 21, 2017	15/2	
Tapia, Zaira	From After School IP to Site Coordinator	After School Programs	May 17, 2017	May 19, 2017	\$25	
Ugalde, Victor	From Custodian to Lead Custodian H.S.	Bldg. Svcs.	April 1, 2017	May 31, 2017	28/5 + Diff.	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY APPOINTMENTS						
Feil, Sydney	Instr. Asst. Provider	Deputy Supts. Office	May 30, 2017		16/1	
Trigilio, Carl	Instr. Asst. Provider	Deputy Supts. Office	May 16, 2017		16/1	
SUBSTITUTES						
Cali, Andrea	Custodian		May 16, 2017		23/1	
Cumpian Jr. III	Custodian		May 22, 2017		23/1	
Diaz, Anthony	Custodian		May 22, 2017		23/1	
Espinoza, Pablo	Custodian		May 15, 2017		23/1	
Farias Granados, Raul	Custodian		May 22, 2017		23/1	
Glasper, Sharon	Custodian		May 15, 2017		23/1	
Lopez Rodriguez, Francisco	Custodian		May 15, 2017		23/1	
Loza, Gustavo	Custodian		May 15, 2017		23/1	
Sosa Garcia, Martin	Custodian		May 15, 2017		23/1	
Vega, Alberto	Custodian		May 15, 2017		23/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SHORT TERM						
Rodriguez, Graciela	Sch. Off. Asst. Elem.	Jackson	June 26, 2017	July 28, 2017		
EXTENDED SCHOOL YEAR (ESY)						
Ambriz, Fabiola	Sch. Off. Mgr. Elem.	Martin	July 5, 2017	July 17, 2017		
Avila, Karolina	Sch. Off. Mgr. Int.	Spurgeon	June 30, 2017	July 28, 2017		
Beltran, Aurelia	Sch. Off. Mgr. Elem.	Washington	July 5, 2017	July 17, 2017		
Beltran, Esther	Sch. Off. Mgr. Elem.	Taft	July 5, 2017	July 17, 2017		
Benoun, Maria	Sch. Off. Mgr. Elem.	Santiago	July 5, 2017	July 17, 2017		
Cifuentes, Cristina	Sch. Off. Mgr. Elem.	Heninger	July 5, 2017	July 17, 2017		
Corona, Greta	Sch. Off. Mgr. Elem.	Mitchell	June 30, 2017	July 28, 2017		
Dominguez, Rocio	Sch. Off. Mgr. Elem.	Kennedy	July 5, 2017	July 17, 2017		
Euyoque, Elva	Sch. Off. Mgr. Elem.	Taft	June 30, 2017	July 28, 2017		
Fernandez, Cuca	Sch. Off. Mgr. Elem.	Muir	June 30, 2017	July 28, 2017		
Gonzales, Olive	Sch. Off. Mgr. Elem.	Martin	June 30, 2017	July 28, 2017		
Gonzalez, Sandra	Sch. Off. Mgr. Elem.	Mitchell	July 5, 2017	July 17, 2017		
Moran, Joanna	Sch. Off. Mgr. Elem.	Kennedy	June 30, 2017	July 28, 2017		
Moran, Maribel	Sch. Off. Mgr. Elem.	Heninger	June 30, 2017	July 28, 2017		
Ornelas, Juana	Sch. Off. Mgr. Int.	Spurgeon	July 5, 2017	July 17, 2017		
Prado, Marilu	Sch. Off. Mgr. Elem.	Martin	June 30, 2017	July 28, 2017		
Rodriguez, Veronica	Sch. Off. Mgr. Elem.	Santiago	June 30, 2017	July 28, 2017		
Torres, Sandra	Sch. Off. Mgr. Elem.	Muir	July 5, 2017	July 17, 2017		
Varela, Lisa	Sch. Off. Mgr. Elem.	Washington	June 30, 2017	July 28, 2017		

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Local Control Accountability Plan Public Forum

ITEM: Public Hearing

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 Local Control Accountability Plan public forum.

ITEM SUMMARY:
Districts are required to hold one public hearing to discuss and adopt their LCAPs.

RATIONALE:

The public forum will solicit recommendations and comments regarding the Local Control Accountability Plan. The LCAP is intended to ensure school districts provide a high quality instructional program for all students, and to ensure students leave our schools college and career ready. The LCAP is required to address eight priorities outlined by the state: basic services, implementation of Common Core State Standards, course access, student achievement, parental involvement, student engagement, school climate, and other student outcomes.

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.”

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Local Control Accountability Plan public forum.



Notice of Public Hearing

In accordance with Education Code 52062, a governing board of a school district shall hold a public hearing to solicit the recommendations and comments of members of the public regarding the local control and accountability plan or annual update to the local control and accountability plan. The Board of Education hereby gives notice that a Public Hearing will be held as follows:

Topic of Hearing

Local Control Accountability Plan

Hearing Date: Tuesday, June 13, 2017

Time: 6:00 pm

Location: Santa Ana Unified School District
Board Room
1601 E. Chestnut Avenue
Santa Ana, CA 92701

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Adoption of 2017-18 Budget

ITEM: Public Hearing

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing for the adoption of the 2017-18 Budget. Education Code Section 42127(a) requires school district governing boards to hold a public hearing on the 2017-18 Budget on or before July 1, 2017, before adoption. The budget and supporting data is available for public inspection at 1601 East Chestnut Avenue, Santa Ana, California.

RATIONALE:

Education Code Section 52062(b)(2) includes a new requirement effective with the 2017-18 fiscal year. Previously, the public hearing and adoption of the proposed budget occurred during the same board meeting in June. With the new regulation, the public meeting at which a school district governing board adopts a budget, must be held *after*, but not on the same day as, the public hearing.

The proposed budget cannot be adopted until after the Local Control and Accountability Plan (LCAP) is adopted and the Plan must be adopted at a public meeting after and separate from its public hearing. The public hearing for the Plan is scheduled for the June 13, 2017, Board meeting; while the adoption of both the LCAP and the 2017-18 Budget is scheduled for the June 27, 2017, Board meeting.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Conduct a public hearing on June 13, 2017 for adoption of the 2017-18 Budget.

Santa Ana Unified School District
Business Services

NOTICE OF PUBLIC HEARING

Pursuant to Education Code Section 42127(a), the
Santa Ana Unified School District Board of Education Hereby Gives Notice
that a Public Hearing will be held as follows:

TOPIC OF HEARING:

Adoption of 2017-18 Budget

Copy of this plan may be inspected as of June 8, 2017 at:

Business Services Department
SANTA ANA UNIFIED SCHOOL DISTRICT – Room C105 (1st Floor)
1601 E. Chestnut Avenue
Santa Ana, California 92701

HEARING DATE: Tuesday, June 13, 2017

TIME: Approximately 6:00 p.m.

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

The Santa Ana Unified School District Board of Education is scheduled
to adopt the 2017-18 Budget at the June 27, 2017 Board meeting

FOR ADDITIONAL INFORMATION CONTACT:

Tina Douglas
Assistant Superintendent, Business Services
(714) 558-5895

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Special Education Annual Service Plan for 2017-18 School Year

ITEM: Public Hearing

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

PREPARED BY: Darek Jaronczyk, Director, Special Education

BACKGROUND INFORMATION:

In accordance with education code (EC) Section 56205, the purpose of this agenda item is to conduct a public hearing for the adoption of the Special Education Annual Service Plan for the 2017-18 school year. The public was noticed of this hearing fifteen days prior to June 13, 2017 and the Annual Service Plan has been available for inspection during that time.

Assembly Bill (AB) 602, Chapter 654, Statutes of 1997, requires SELPAs to submit an Annual Service Plan to the California Department of Education.

ITEM SUMMARY:
<ul style="list-style-type: none">• California <i>Education Code (EC)</i> Section 56205 requires the submission of an Annual Service Plan that is adopted at a public hearing held by the special education local plan area (SELPA).• It must be submitted in the format prescribed by the California Department of Education, as contained in this agenda item.

RATIONALE:

In order to comply with Education Code Section 56205, the District is conducting a public hearing concerning the adoption of the Special Education Annual Service Plan for the 2017-18 school year. This plan includes a description of services and the physical location of the services. The plan should demonstrate that individuals with disabilities have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Programs (IEPs).

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

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

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing concerning the adoption of the Special Education Annual Service Plan for the 2017-18 school year.

DL:DJ:kq:cvl

**Santa Ana Unified School District
Special Education
Local Plan Area (SELPA)**

NOTICE OF PUBLIC HEARING

Pursuant to Education Code Sections 56205 (b)(1) and 56205(b)(2), the Santa Ana Unified School District Board of Education Hereby Gives Notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

Adoption of Annual Service Plan for 2017-18

Copies of this Plan may be inspected at:

**Special Education Department
SANTA ANA UNIFIED SCHOOL DISTRICT – Room A217
1601 E. Chestnut Avenue
Santa Ana, California 92701**

After the Public Hearing, the Santa Ana Unified School District Board of Education will adopt the 2017-18 Annual Service Plan.

HEARING DATE: Tuesday, June 13, 2017

TIME: Approximately 6:00 p.m.

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

**FOR ADDITIONAL INFORMATION CONTACT:
Doreen Lohnes
Assistant Superintendent, Support Services
(714) 558-5832**

**Plan del Área Local de Educación Especial (SELPA)
del Distrito Escolar Unificado de Santa Ana**

Aviso de Audiencia Pública

De conformidad con las Secciones 56205 (b)(1) y 56205 (b)(2) del Código Educativo, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana informa por este medio que se llevará a cabo una Audiencia Pública con respecto a:

TEMA DE LA AUDIENCIA:

**Adopción del Plan Anual de Servicios
para el año escolar 2017-18**

Se puede inspeccionar el duplicado de este Plan en:

**La Oficina de Educación Especial
Distrito Escolar Unificado de Santa Ana, Salón A217
1601 E. Chestnut Avenue
Santa Ana, California 92701**

Después de la Audiencia Pública, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana adoptará el Plan Anual de Servicios para el año escolar 2017-18.

Fecha de la Audiencia: martes, 13 de junio del 2017

Hora: Aproximadamente a las 6:00 de la tarde

**Lugar: Distrito Escolar Unificado de Santa Ana
Salón de la Mesa Directiva
1601 East Chestnut Avenue
Santa Ana, California 92701**

PARA MAYOR INFORMACIÓN, POR FAVOR COMUNIQUESE CON:

**La Señora Doreen Lohnes
Superintendente Auxiliar de Educación Especial
(714) 558-5832**

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Intent to Grant a Second Easement to the Orange County Water District for Construction of a Groundwater Monitoring Well at the Heritage Museum Site

ITEM: Public Hearing

SUBMITTED BY: Orin Williams, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Orin Williams, Assistant Superintendent, Facilities and Governmental Relations

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing to receive comments on the SAUSD's intent to dedicate a second easement to the Orange County Water District (OCWD) for the purpose of constructing a groundwater monitoring well on the District's Heritage Museum of Orange County (HMOC) property. On October 11, 2016, the Board approved the dedication of the first easement to the OCWD at the HMOC site.

RATIONALE:

The OCWD is constructing four underground injection wells at Centennial Park as part of their Groundwater Replenishment System. The OCWD is proposing a second groundwater monitoring well at SAUSD's HMOC site in order to monitor the water quality in the area. In order to provide access to the monitoring well on the SAUSD property, an easement would be granted to the OCWD via a resolution adopted by the Board of Education. Water sampling is anticipated to occur bi-weekly initially, and quarterly after the well has been in operation for three years.

The term of the easement would be for 31 years in exchange for \$25,200 and improvements to the HMOC's community garden, including installation of the following: 1) windmill pumping water 2) irrigation system, 3) greenhouse, 4) outdoor sink and electrical panels, 5) raised garden beds, 6) fencing, 7) concrete pavers, and 8) 40 fruit trees. The \$25,200 could be used for educational purposes, including funding field trips for more students to experience the HMOC.

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

ITEM SUMMARY:
<ul style="list-style-type: none">• Solicit comments regarding granting a second easement to the OCWD for compensation.• The easement will allow OCWD to construct a groundwater monitoring well (4" pipe).• Easement term: 31 years which is the duration of OCWD's Water Study.

FUNDING:

No impact to the General Fund.

RECOMMENDATION:

Conduct a public hearing to grant a second easement to the Orange County Water District for construction of a groundwater monitoring well.



Santa Ana Unified School District

Facilities & Governmental Relations
Orin L. Williams, Assistant Superintendent

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

NOTICE OF PUBLIC HEARING

RESOLUTION OF THE BOARD OF EDUCATION OF GRANTING A SECOND EASEMENT TO THE ORANGE COUNTY WATER DISTRICT

PLEASE TAKE NOTICE that the Board of Education of the Santa Ana Unified School District will hold a public hearing at 6 p.m., or soon thereafter, on June 13, 2017 to allow for public comment prior to consideration of granting a second easement to the Orange County Water District (OCWD) for the purpose of constructing a groundwater monitoring well on the District's Heritage Museum of Orange County site which are on file at the District Office and on the District website. The public hearing will take place in the Board of Education meeting room located at 1601 East Chestnut Avenue, Santa Ana, California 92701. Any questions should be directed to (714) 480-5359.

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5356

BOARD OF EDUCATION

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

**AGENDA ITEM BACKUP SHEET
June 13, 2017**

Board Meeting

TITLE: Adoption of Special Education Annual Service Plan for 2017-18 School Year

ITEM: Action

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

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

BACKGROUND INFORMATION:

As Santa Ana Unified School District is designated as its own SELPA (Special Education Local Plan Area), the purpose of this agenda item is to seek Board adoption of the Special Education Annual Service Plan for 2017-18 school year.

Assembly Bill 602 requires SELPAs to submit an Annual Service Plan that is adopted at a public hearing by the governing board of the SELPA.

RATIONALE:

The Board is requested to adopt the Special Education Annual Service Plan. As required in Education Code Section 56205, this plan must include a description of services provided in the 2017-18 school year and the physical location of the services. Using the format required by the California Department of Education, the plan shows services through use of codes aligned to each service, as presented in the CASEMIS Service Descriptions, attached. It is an end of the year inventory of the services provided as of mid-year but at any time, services may be added to students' IEPs in accordance with IEP recommendations.

The service plan also identifies the physical locations where the services are provided to District students with disabilities, including District schools, schools operated by the Orange County Department of Education, non-public schools and charter schools. Through this documentation, the plan demonstrates that individuals with disabilities have access to services and instruction appropriate to meet their needs, as specified in the Individualized Education Programs (IEPs).

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

ITEM SUMMARY:
<ul style="list-style-type: none"> • California <i>Education Code (EC)</i> Section 56205 requires the submission of an Annual Service Plan that is adopted at a public hearing held by the special education local plan area (SELPA). • It must be submitted in the format prescribed by the California Department of Education, as contained in this agenda item.

as listed in Individualized Education Programs (IEPs) for additional students above 2013-14 baseline numbers.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt the Special Education Annual Service Plan for the 2017-18 school year.

**Certification of Annual Service Plan
 Fiscal Year 2017-18**

1. Check one, as applicable: <input checked="" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
Special Education Local Plan Area (SELPA) Code 3018	SELPA Name Santa Ana Unified School District	Application Date June 13, 2017
SELPA Address 1601 E. Chestnut Avenue	SELPA City Santa Ana	SELPA Zip code 92701
Name SELPA Director (Print) Doreen Lohnes		SELPA Director's Telephone Number (714) 558-5832
2. Certification by Designated Administrative And Fiscal Agency for This Program (Responsible Local Agency [RLA] or Administrative Unit [AU])		
RLA/AU Name Stefanie P. Phillips, Ed.D.	Name/Title of RLA/AU Superintendent (Type) Superintendent	RLA/AU Telephone Number (714) 558-5512
RLA/AU Street Address 1601 E. Chestnut Avenue	RLA/AU City Santa Ana	RLA/AU Zip code 92701
Date of Governing Board Approval June 13, 2017		

**Certification of Approval of Annual Service Plan Pursuant to California *Education Code*
 Section 56205(b)**

I certify that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each district within the SELPA at least 15 days prior to the hearing.

The **Annual Service Plan** was presented for public hearing on June 13, 2017.

Adopted this 13th day of June, 2017.

Signed: _____
 RLA/AU Superintendent

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

**California Special Education Management Information System
Service Descriptions**

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	Family training, counseling, and home visits (ages 0–2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child’s development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 <i>Code of Federal Regulations (CFR)</i> sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0–2 only): Services provided by a licensed physician to determine a child’s developmental status and need for early intervention services.	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0–2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0–2 only)	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0–2 only): Special instruction includes: the design of learning environments and activities that promote the child’s acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child’s individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child’s development.	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
260	Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
270	Respite care services (ages 0–2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 <i>CFR</i> Section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 <i>California Education Code (EC)</i> Section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			5 <i>California Code of Regulations (CCR)</i> Section 3051; 30 <i>EC</i> Section 56441.2
415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	X			5 <i>CCR</i> Section 3051.1; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.34 (c)(15), 300.8 (c)(11)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	<p>Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.</p>	X			<p>5 <i>CCR</i> Section 3051.5; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.108, 300.39 (b)(2)</p>
435	<p>Health and nursing–specialized physical health care services: Specialized physical health care services means those health services prescribed by the child’s licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 <i>CCR</i> Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.</p>	X			<p>5 <i>CCR</i> Section 3051.12; 30 <i>EC</i> sections 56363, 49423.5(d) 34 <i>CFR</i> Section 300.107;</p>
436	<p>Health and nursing–other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.</p>	X			<p>5 <i>CCR</i> Section 3051.12; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> Section 300.107</p>

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	<p>Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.</p>	X			<p>5 <i>CCR</i> Section 3051.16; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.6, 300.105</p>
450	<p>Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.</p>	X			<p>5 <i>CCR</i> Section 3051.6; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> Section 300.34 (c)(6)</p>

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	<p>Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.</p>	X			<p>5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code</i> (B&PC) Chapter 5.7 sections 2600–2696; <i>Government Code (GC)</i> Interagency Agreement Chapter 26.5 Section 7575(a)(2)</p>
510	<p>Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.</p>	X			<p>5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)</p>
515	<p>Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.</p>	X			<p>34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9</p>

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	Social work services: Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	Day treatment services: Structured education, training, and support services to address the student's mental health needs.			X	Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	Residential treatment services: A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	Audiological services: These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	X			5 CCR Section 3030(d); 30 EC Section 56364.1
730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	Reading services	X			5 CCR Section 3051.16

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR Section 3051.16
755	Transcription services: Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR Section 3051.16
760	Recreation services, includes therapeutic recreation: Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	College awareness: College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 <i>CCR</i> Section 3051.14; 34 <i>CFR</i> sections 300.39 (b)(5), 300.43
855	Job Coaching: Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 <i>CCR</i> Section 3051.14; 34 <i>CFR</i> sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	X			5 <i>CCR</i> Section 3051.14; 34 <i>CFR</i> sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 <i>EC</i> Section 56341.5 (f); 34 <i>CFR</i> Section 300.344 (3)(b)
870	Travel training (includes mobility training)	X			5 <i>CCR</i> Section 3051.3; 34 <i>CFR</i> sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	X			

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Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900**	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.			X	
* <i>B&PC–Business and Professional Codes</i> <i>CCR–California Code of Regulations</i> <i>CFR–Code of Federal Regulations</i> <i>EC–Education Code</i> <i>GC–Government Code</i>					
** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.					

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Special Education Local Plan Area:

Local Educational Agency (LEA):

Annual Service Plan (001)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.									
Site Name	Type Of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)									
Adams Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Advanced Learning Academy	55	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Carr (Gerald P.) Intermediate	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Carver (George Washington) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Century High	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Cesar E Chavez High	20	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Davis (Wallace R.) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Diamond Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Edison (Thomas A.) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Edward B Cole Academy	55	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
El Sol Santa Ana Science and Arts Charter Academy	55	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855

		860	865	870	890						
Esqueda (Manuel) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Franklin (Benjamin) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Freemont (John C.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Garfield (James A.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Godinez (Hector G.) Fundamental High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Greenville Fundamental Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Harvey (Carl) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Heninger (Martin R.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Heroes Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Hoover (Herbert) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Jackson (Andrew) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Jefferson (Thomas) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Kennedy (John F.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
King (Martin Luther Jr.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Lathrop (Julia C.) Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Lincoln (Abraham) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730

Lorin Griset Academy	20	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Lowell (James Russell) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Mac Arthur (Douglas) Fundamental Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Madison (James) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Martin (Glenn L.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
McFadden Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Mendez (Gonzalo Felicitas) Fundamental Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Middle College High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Monroe (James) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Monte Vista Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Muir (John) Fundamental Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
NOVA Academy Early College High School	55	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Orange County Educational Arts Academy	55	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Orange County School of the Arts	55	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Pio Pico Elementary	10	330	340	415	425	435	436	445	450	460	510

		515 735	520 740	530 750	535 755	610 760	710	715	720	725	730
REACH Academy	31	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Remington (Frederick) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Romero-Cruz (Lydia) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Roosevelt (Theodore) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Saddleback High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santa Ana High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santa Ana Unified Adult Transition	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santiago Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Segerstrom High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Sepulveda (Jose) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Sierra Preparatory Academy	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Spurgeon Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Taft Elementary	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Thorpe (Jim) Fundamental Elementary	10	330 515	340 520	415 530	425 535	435 610	436 710	445 715	450 720	460 725	510 730

		735	740	750	755	760					
Valley High	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Villa (Raymond A.) Fundamental Intermediate	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Walker (Adeline C.) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Washington (George) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Willard (Frances E.) Intermediate	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Wilson (Woodrow) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					

Use these codes to identify the type of facility providing services to students ages 6–22:

10–Public Day School	11–Public Residential School	15–Special Education Center/Facility
19–Other Public School/Facilities	20–Continuation School	22–Alternative Work Education Center/ Work Study Program
24–Independent Study	31–Community School	55–Charter School (operated by an LEA/ District/County Office of Education)
56–Charter School (operating as an LEA)		

Special Education Local Plan Area:

Local Educational Agency (LEA):

Other Facilities (002)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.							
Site Name	Type of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)							
Devereux Texas Treatment Network	72	330 460 710 755 865	340 510 715 760 870	415 515 720 820 890	425 520 725 830	435 530 730 840	436 535 735 850	445 545 740 855	450 610 750 860
Kids Institute for Development and Advancement (KIDA)	70	330 460 715 760	340 510 720	415 515 725	425 520 730	435 530 735	436 535 740	445 610 750	450 710 755
Mardan School	70	330 460 715 760	340 510 720	415 515 725	425 520 730	435 530 735	436 535 740	445 610 750	450 710 755
New Haven Youth and Family Services	70	330 460 715 760 870	340 510 720 820 890	415 515 725 830	425 520 730 840	435 530 735 850	436 535 740 855	445 610 750 860	450 710 755 865
Ocean View School	70	330 460 715 760 870	340 510 720 820 890	415 515 725 830	425 520 730 840	435 530 735 850	436 535 740 855	445 610 750 860	450 710 755 865
Olive Crest Academy	70	330 460 715 760 870	340 510 720 820 890	415 515 725 830	425 520 730 840	435 530 735 850	436 535 740 855	445 610 750 860	450 710 755 865
Rossier Park Elementary School	70	330 460 715 760 870	340 510 720 820 890	415 515 725 830	425 520 730 840	435 530 735 850	436 535 740 855	445 610 750 860	450 710 755 865

Rossier Park Jr./Sr. High School	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						
Speech and Language Development Center	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						

Use these codes to identify the type of facility providing services to students ages 6–22:

30–Juvenile Court School	32–Correctional Institution or Incarceration Facility	40–Home Instruction
45–Hospital Facility	50–Community College	51–Adult Education Program
70–Nonpublic Day School	71/72–Nonpublic Residential School	79–Nonpublic Agency

Special Education Local Plan Area:

Local Educational Agency (LEA):

Infant Services (003)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.							
Site Name	Type of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)							
Mitchell Child Development	10	210 725	240	250	270	415	450	460	720
Taft Elementary	10	210 725	240	250	270	415	450	460	720

Use these codes to identify the type of facility where Infant Services (ages 0-3) are provided:

00-No School (Ages 0-5 only)	10-Public Day School
11-Public Residential School	19-Other Public School/Facilities
40-Home	45-Hospital Facility
62-Child Development or Child Care Facility	65-Extended Day Care

Special Education Local Plan Area:

Local Educational Agency (LEA):

Pre-School Services (004)

Location List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.					
Site Name	Type Of Facility	CASEMIS Service Codes (Use of Code 900 requires further explanation)					
Adams Elementary	10	415					
Carver (George Washington) Elementary	10	415					
Davis (Wallace R.) Elementary	10	415					
Diamond Elementary	10	415					
Edison (Thomas A.) Elementary	10	415					
Esqueda (Manuel) Elementary	10	415					
Franklin (Benjamin) Elementary	10	415					
Freemont (John C.) Elementary	10	415					
Garfield (James A.) Elementary	10	415					
Greenville Fundamental Elementary	10	415					
Harvey (Carl) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Heninger (Martin R.) Elementary	10	415					
Heroes Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Hoover (Herbert) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Jackson (Andrew) Elementary	10	415					

Jefferson (Thomas) Elementary	10	415					
Kennedy (John F.) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
King (Martin Luther Jr.) Elementary	10	415					
Lincoln (Abraham) Elementary	10	415					
Lowell (James Russell) Elementary	10	415					
Madison (James) Elementary	10	415					
Martin (Glenn L.) Elementary	10	415					
Mitchell Child Development	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Monroe (James) Elementary	10	415					
Monte Vista Elementary	10	415					
Muir (John) Fundamental Elementary	10	415					
Pio Pico Elementary	10	415					
Remington (Frederick) Elementary	10	415					
Romero-Cruz (Lydia) Elementary	10	415					
Roosevelt (Theodore) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Santiago Elementary	10	415					
Sepulveda (Jose) Elementary	10	415					
Taft Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Thorpe (Jim) Fundamental Elementary	10	415					
Walker (Adeline C.) Elementary	10	415					
Washington (George) Elementary	10	330 436	340 445	350 450	415 460	425 510	435 515

		520 720	530 725	535 730	610 735	710 740	715
Wilson (Woodrow) Elementary	10	415					

Use these numbers to identify the type of facility where Pre-School Services (ages 3–5) are provided:

40–Home Instruction	45–Hospital Facility
61–Head Start Program	62–Child Development or Child Care Facility
63–State Preschool Program	64–Private Preschool
65–Extended Day Care Program	

**AGENDA ITEM BACKUP SHEET
June 13, 2017**

Board Meeting

TITLE: Adoption of Resolution No. 16/17-3193 – Grant a Second Easement to the Orange County Water District for Construction of a Groundwater Monitoring Well at the Heritage Museum Site

ITEM: Action

SUBMITTED BY: Orin Williams, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Orin Williams, Assistant Superintendent, Facilities and Governmental Relations

BACKGROUND INFORMATION:

The purpose of this agenda item is for the Board of Education to grant a second easement to the Orange County Water District (OCWD) for the purpose of constructing a groundwater monitoring well on the District’s Heritage Museum of Orange County (HMOC) site. On October 11, 2016, the Board approved the dedication of the first easement to the OCWD at the HMOC.

RATIONALE:

The OCWD is constructing four underground injection wells at Centennial Park as part of their Groundwater Replenishment System. The OCWD is proposing a second groundwater monitoring well at SAUSD’s HMOC site in order to monitor the water quality in the area. In order to provide access to the monitoring well on the SAUSD property, an easement would be granted to the OCWD via a resolution adopted by the Board of Education. Water sampling is anticipated to occur bi-weekly initially, and quarterly after the well has been in operation for three years.

The term of the easement would be for 31 years in exchange for \$25,200 and improvements to the HMOC’s community garden, including installation of the following: 1) windmill pumping water 2) irrigation system, 3) greenhouse, 4) outdoor sink and electrical panels, 5) raised garden beds, 6) fencing, 7) concrete pavers, and 8) 40 fruit trees. The \$25,200 could be used for educational purposes, including funding field trips for more students to experience the HMOC.

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

ITEM SUMMARY:
<ul style="list-style-type: none"> • Grant a second easement to the OCWD for compensation. • The easement will allow OCWD to construct a groundwater monitoring well (4” pipe). • Easement term: 31 years which is the duration of OCWD’s Water Study.

FUNDING:

No impact to the General Fund.

RECOMMENDATION:

Adopt Resolution No. 16/17-3193 to grant a second easement and approve the agreement with the Orange County Water District for construction of a groundwater monitoring well at the Heritage Museum site.

1 RESOLUTION NO. 16/17-3193

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 RESOLUTION OF THE GOVERNING BOARD OF THE SANTA ANA UNIFIED SCHOOL DISTRICT

6 TO GRANT A SECOND EASEMENT TO THE ORANGE COUNTY WATER DISTRICT

7
8 WHEREAS, the Santa Ana Unified School District ("District") owns real property located
9 at 3101 W. Harvard Street, Santa Ana, CA 92704 (A.P.N.: 408-021-01), commonly known
10 as the Heritage Museum of Orange County ("District Property"); and
11

12 WHEREAS, the Orange County Water District, a political subdivision of the State
13 of California organized under Chapter 924 of the Statutes of 1933, as amended ("OCWD"),
14 has indicated its intention to construct, operate, and maintain a below grade
15 groundwater monitoring well and well system appurtenances, fencing, gates, new sink,
16 irrigation for garden, and locks at the District Property, and has requested that the
17 District grant certain portions over, under and through the District Property and
18 necessary right-of-way thereto, as identified in Exhibit "A" attached hereto, in the
19 form of a non-exclusive permanent easement, temporary construction easement, and
20 maintenance easement (collectively, the "Easement"); and
21

22 WHEREAS, the proposed Easement that includes the description and location of
23 the Easement is set forth in Exhibit "A" attached hereto and incorporated herein by
24 this reference; and
25

26 WHEREAS, the District does not need the Easement area for classroom buildings
27 or educational purposes; and
28

29 WHEREAS, the District may grant the Easement if, after adoption of this
30 Resolution of Intent and publication of notice, the District's Governing Board adopts,
31 in a regular open meeting ("Public Hearing"), by a two-thirds vote of all its members,
32 a resolution authorizing and directing the Superintendent, or Superintendent's
33 designee, to execute and deliver the Easement; and
34

35 WHEREAS, notice of the Governing Board's intent to grant the Easement ("Notice")
36 shall be given pursuant to Education Code section 17558 by posting copies of this
37 Resolution of Intent signed by the members of the Governing Board, or majority thereof,
38 in three (3) public places in the District not less than ten (10) days before the
39 date of the Public Hearing, and by publishing the Notice once not less than five (5)
40 days before the date of the Public Hearing in a newspaper of general circulation,
41 published in the District, if there is one, or if there is no such newspaper published
42 in the District, then in an newspaper published in the county in which the District
43 or any part thereof is situated and having a general circulation in the District; and
44

45 WHEREAS, the Public Hearing shall be held on June 13, 2017, Board meeting at
46 6:00 p.m., or as soon thereafter as the matter may be heard in the Santa Ana Unified
47 School District Board Room, located at 1601 E. Chestnut Avenue, Santa Ana, CA 92701.
48

49 NOW THEREFORE, BE IT RESOLVED, that the District's Governing Board hereby finds,
50 determines, declares, orders and resolves as follows:
51

52 Section 1. The foregoing recitals are true and correct.

53 Section 2. The real property upon which the Easement is to be located is not
54 needed for school classroom buildings or educational purposes.

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Section 3. The District intends to grant and convey the Easement.

Section 4. The Superintendent and Superintendent's designee is hereby authorized to provide public notice as required by Education Code section 17558.

Section 5. The District's Governing Board shall hold a public hearing on June 13, 2017, Board meeting at 6:00 p.m. at its regular place of meeting for a public hearing, or as soon thereafter as the matter may be heard and shall consider authorizing the grant and conveyance of the Easement from the District to OCWD in accordance with the Easement attached hereto as Exhibit "A."

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of 13th day of June 2017.

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

AYES:

NOES:

ABSENT

STATE OF CALIFORNIA)

) ss:

COUNTY OF _____)

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 13th day of June 2017, and passed by a vote of _____ of said Board.

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

I, Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 13th day of June 2017, and passed by a vote of _____ of said Board.

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

EXHIBIT 'A'

LEGAL DESCRIPTION

OCWD WELL SAR-13
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 1 AND LOT 3 OF TRACT NO. 1024 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 33, PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF TRACT NO. 3236 AS SHOWN ON THE MAP FILED IN BOOK 189, PAGES 23 THROUGH 27, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT ALSO BEING ON THE WEST BOUNDARY LINE OF SAID LOT 3; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 3 NORTH 0°35'35" EAST 450.32 FEET; THENCE LEAVING THE WEST BOUNDARY LINE OF SAID LOT 3 EAST 154.29 FEET; THENCE NORTH 18°43'08" EAST 78.97 FEET; THENCE EAST 67.44 FEET; THENCE SOUTH 45°00'00" EAST 50.15 FEET; THENCE SOUTH 51.97 FEET; THENCE EAST 50.21 FEET; THENCE NORTH 45°00'00" EAST 124.39 FEET; THENCE SOUTH 89°50'30" EAST 255.17 FEET; THENCE NORTH 69°02'01" EAST 42.33 FEET; THENCE NORTH 45°00'00" EAST 18.21 FEET; THENCE NORTH 17°39'24" EAST 101.68 FEET; THENCE EAST 48.56 FEET; THENCE NORTH 17°39'24" EAST 231.98 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 13°47'15" EAST 140.81 FEET; THENCE NORTH 34°41'02" WEST 75.37 FEET; THENCE SOUTH 88°51'48" EAST 113.60 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF LOT A OF TRACT NO. 2511 AS SHOWN ON THE MAP FILED IN BOOK 113, PAGES 29 THROUGH 34, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A SOUTH 17°22'44" WEST 205.87 FEET; THENCE LEAVING THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A WEST 42.75 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 0.264 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.



D. A. Bush
2-10-17

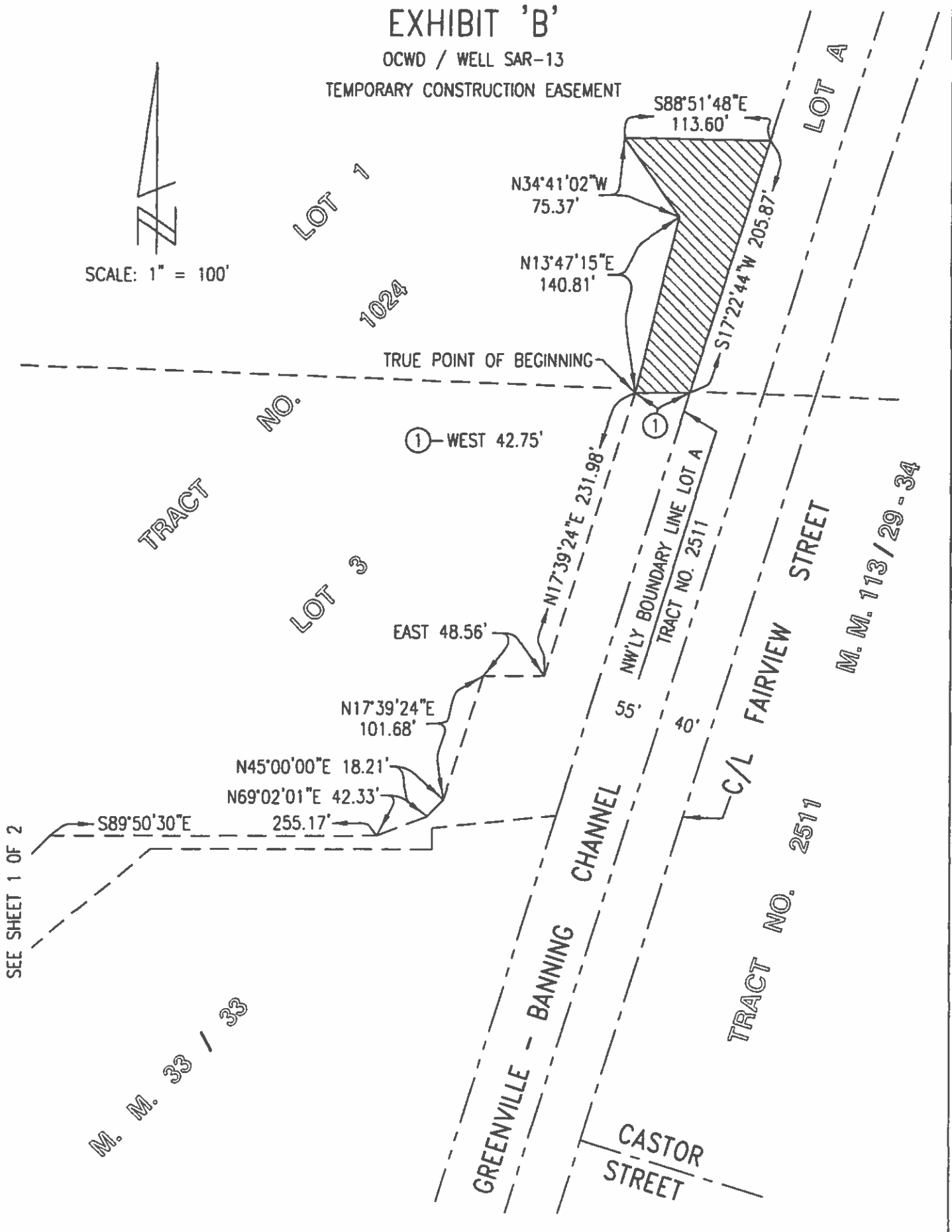
EXHIBIT 'B'

OCWD / WELL SAR-13

TEMPORARY CONSTRUCTION EASEMENT



SCALE: 1" = 100'



SEE SHEET 1 OF 2

EXHIBIT 'A'

LEGAL DESCRIPTION

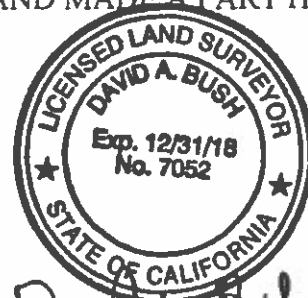
OCWD WELL SAR-13
MAINTENANCE EASEMENT

THAT PORTION OF LOT 1 OF TRACT NO. 1024 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 33, PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF TRACT NO. 3236 AS SHOWN ON THE MAP FILED IN BOOK 189, PAGES 23 THROUGH 27, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT ALSO BEING ON THE WEST BOUNDARY LINE OF LOT 3 OF TRACT NO. 1024; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 3 NORTH 0°35'35" EAST 450.32 FEET; THENCE LEAVING THE WEST BOUNDARY LINE OF SAID LOT 3 EAST 154.29 FEET; THENCE NORTH 18°43'08" EAST 78.97 FEET; THENCE EAST 67.44 FEET; THENCE SOUTH 45°00'00" EAST 50.15 FEET; THENCE SOUTH 51.97 FEET; THENCE EAST 50.21 FEET; THENCE NORTH 45°00'00" EAST 124.39 FEET; THENCE SOUTH 89°50'30" EAST 255.17 FEET; THENCE NORTH 69°02'01" EAST 42.33 FEET; THENCE NORTH 45°00'00" EAST 18.21 FEET; THENCE NORTH 17°39'24" EAST 101.68 FEET; THENCE EAST 48.56 FEET; THENCE NORTH 17°39'24" EAST 231.98 FEET; THENCE NORTH 13°47'15" EAST 102.81 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 13°47'15" EAST 38.00 FEET; THENCE NORTH 10°44'26" EAST 61.99 FEET; THENCE SOUTH 88°51'48" EAST 59.15 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF LOT A OF TRACT NO. 2511 AS SHOWN ON THE MAP FILED IN BOOK 113, PAGES 29 THROUGH 34, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A SOUTH 17°22'44" WEST 116.39 FEET; THENCE LEAVING THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A NORTH 72°11'33" WEST 47.24 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 0.128 ACRES, MORE OR LESS.

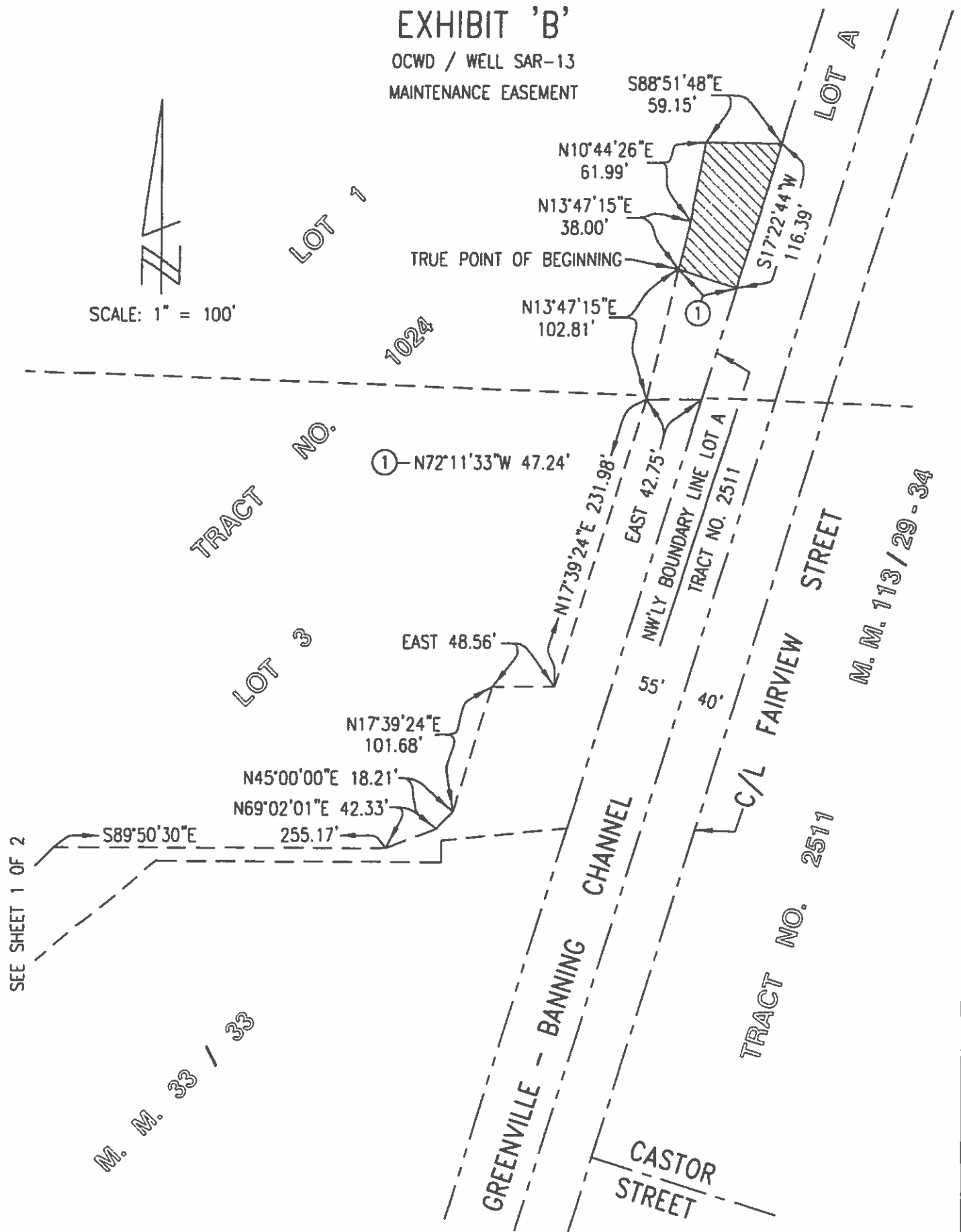
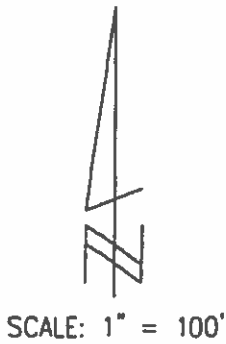
ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.



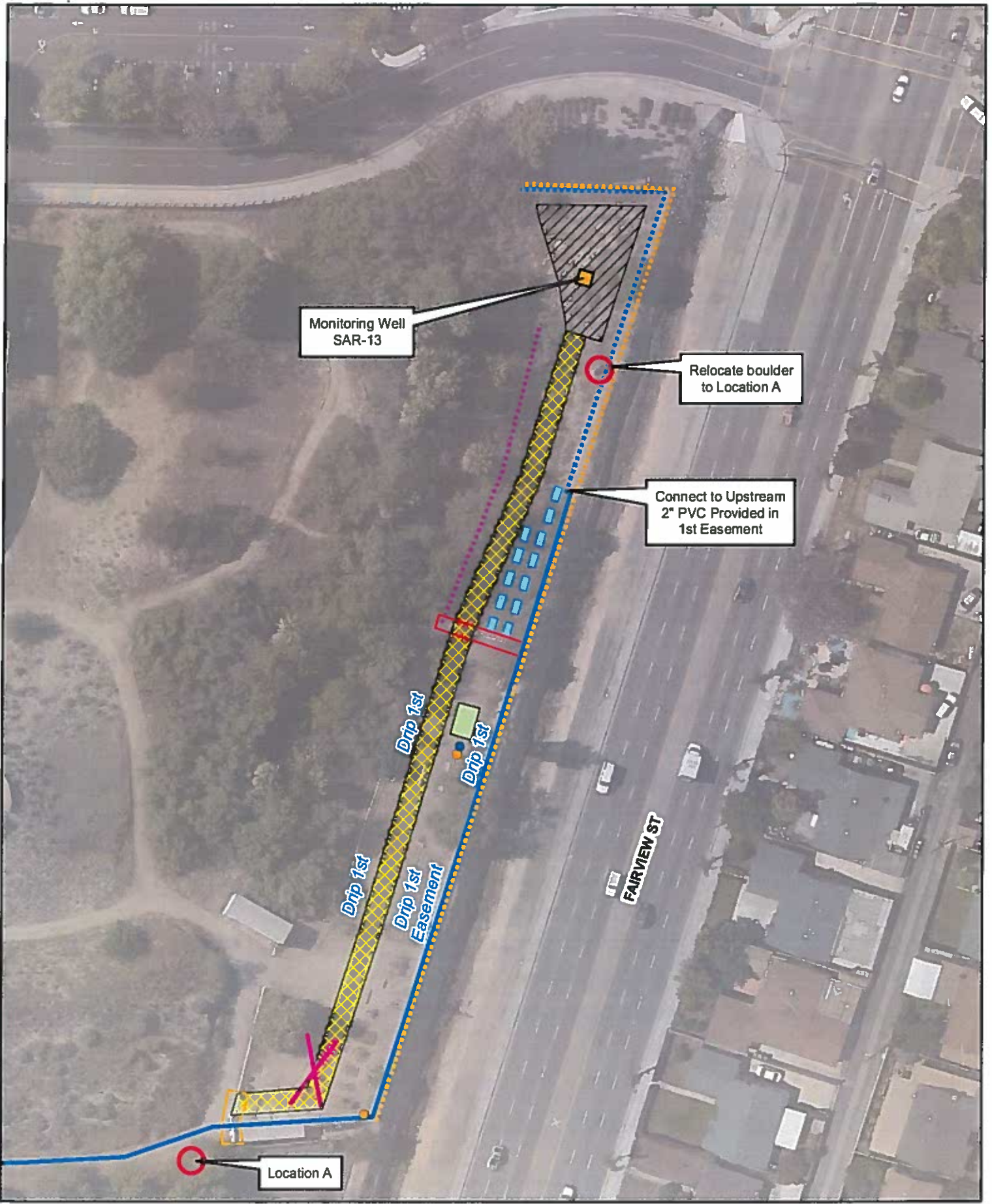
D. A. Bush
2-10-17

EXHIBIT 'B'

OCWD / WELL SAR-13
MAINTENANCE EASEMENT



Path: I:\S\Bent\Centennial\Perk\Nov16\BK_MuseumProject.mxd



- Sink
- Receptacle
- 175' Fence
- 630' Fence Screen
- Raked Beds to be Removed and Replaced
- Upstream 2" PVC
- New 2" PVC
- Fence Removal
- Fence Removal and Replacement
- 12' x 18' Greenhouse
- 12' x 500' Paver Walkway
- 4' x 8' Raised Bed w/ Drip
- 3,000 sq ft Decomposed Granite



**Heritage Museum SAR-13
Monitoring Well Project
Site Improvements**

Recording Requested by and when
Recorded Mail this Deed and Mail
Tax Statement to:

ORANGE COUNTY WATER DISTRICT
18700 Ward Street
P. O. Box 8300
Fountain Valley, CA 92728-8300

Exempt from Fee--Public Agency
(Government Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT DEED

**Santa Ana Unified School District
Heritage Museum SAR-13 Monitoring Well**

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged,

SANTA ANA UNIFIED SCHOOL DISTRICT, a public corporation (the "Grantor" or "SAUSD" herein),

hereby **GRANTS AND CONVEYS** to the

ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended (the "Grantee" herein), and its successors and assigns,

a non-exclusive permanent easement and right-of-way to install, construct, reconstruct, redevelop, remove and replace, inspect, maintain, and operate a below grade groundwater monitoring well and well system appurtenances, fencing, gates, and locks (the "Well Site" herein), and construct and install Heritage Museum of Orange County (HMOC) community garden amenities, in, on, along, and under the real property situated in the City of Santa Ana, County of Orange, State of California, including a Maintenance and Temporary Construction Easement (hereinafter, collectively the "Easement Area") and ingress to and egress from the Easement Area from an existing dirt pathway all more particularly described in Exhibit "A," and shown in Exhibit "B," which exhibits are attached hereto and made a part hereof.

The rights being granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by Grantee or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with Grantee, its successors and assigns, wherever and whenever necessary for the purpose of laying, constructing, reconstructing, redeveloping, renewing, inspecting, maintaining, repairing, using and operating the Well Site, including the taking of water samples.

It is understood and agreed that the easements and right-of-way granted herein are subject to the rights of Grantor, its successors and assigns to use the surface of the land within the boundaries of the Easement Area in any and all ways not inconsistent with the non-exclusive rights granted hereby, provided, however, that no buildings or structures shall be constructed, installed or situated within the Easement Area, and no loads may be placed on or over the well vault in excess of 16,000 lbs; and provided further, that no earth may be removed from the cover of the Well Site.

The Maintenance Easement is for the purpose of redeveloping or refurbishing the well and taking water samples. The Maintenance Easement shall allow Grantee access to the well to perform groundwater sampling activities. Sampling activities may occur as frequently as bi-weekly but are expected to occur quarterly after the well has been in operation for three (3) years. Collecting samples from the well will require Grantee to purge water out of the well. It is agreed that the Grantee may discharge the purged water from the monitoring well into the Grantor's existing open space areas. Typical flow rates for well purging do not exceed 80 gallons per minute for duration of no more than 5 hours. The Grantee shall coordinate with Grantor's or Grantor's lessee, the HMOC, at least 72 hours prior to a requested sampling event.

It is anticipated that the well will periodically require the use of a well development/pump rig to perform this maintenance. It is anticipated that the Maintenance Easement will be required to be used approximately once every five years. However, due to the nature of the water well; Grantee reserves the right to reasonably determine when the use of such Maintenance Easement is necessary, which may be less than every five years. Grantee shall notify Grantor and Grantor's lessee, the HMOC, at least 30 days in advance of maintenance activities that utilize a well development/pump rig. Maintenance of the well shall be conducted at Grantee's sole cost and expense.

The Temporary Construction Easement is for the purpose of constructing the Well Site, including but not limited to the use of a well development/pump rig and other equipment, and constructing and installing the HMOC community garden amenities. The Temporary Construction Easement shall commence upon written notice from Grantee to Grantor and shall terminate ninety 90 days from the date Grantee issues a notice of completion of construction of the Well Site and community garden amenities. The construction activities are expected to occur 24 hours per day for four (4) weeks, 12 hours per day for two (2) weeks and 8 hours per day for four (4) weeks. The configuration of the Temporary Construction Easement is described in Exhibit "A" and shown in Exhibit "B".

Prior to start of construction, Grantee shall install 630 feet of privacy fence along the western fence of the HMOC property. During the construction of the Well, Grantee shall have a drill rig, support truck, other supporting equipment, and a well development rig on site to drill, construct, and develop the well. A 24-foot temporary sound wall would be installed around the work area to reduce the noise generated during the well construction portion.

Purchase Price: In consideration for the grant of this Easement, Maintenance Easement, and the Temporary Construction Easement to Grantee, Grantee shall pay to Grantor the sum of **TWENTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$25,200.00)** (hereinafter, the "Purchase Price") payable by Grantee to Grantor prior to entering the Easement Area under this Easement. This Easement shall be for thirty-one (31) years from the date this instrument has been executed as set forth below.

Indemnity. Grantee shall indemnify and hold Grantor, its officers, directors, employees, representatives and volunteers harmless from and against any and all actions, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent, contractor, customer, or invitee of Grantee) in any way arising out of or in connection with this Easement, the operations carried on by Grantee on the Easement Area or any lands to which Grantee has access hereunder, or the occupation or use of the Easement Area by Grantee or any person or entity holding under Grantee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of Grantor, and/or acts for which the Grantor would be held strictly liable, but excluding Claims caused by the sole active negligence and willful misconduct of Grantor.

Area Restoration: Grantee shall restore and replace any structures or areas disturbed during well construction to the general condition that existed prior to entry within 60 days of completing construction or, if a disturbance to any structures or areas occurs during Grantee's exercise of any rights under this Easement after completing construction, within 60 days of the disturbance.

Other Considerations: Grantee shall coordinate with Grantor's lessee, the HMOC, to provide and install the following, as shown in Exhibit "C":

1. Approximately 3,000 square feet of decomposed granite on the ground surface around the monitoring well site,
2. Extend HMOC community garden irrigation system. The system is expected to include approximately 350 feet of buried 2-inch PVC pipe, valves, and a drip irrigation system to community garden raised garden beds and in-ground agriculture beds ;
3. 2 electrical circuits to Heritage Museum community garden commencing at the existing electrical panel and terminating in outlet receptacles;
4. Model-Riverstone 12 ft. x 18ft. Thoreau Premium Educational Greenhouse
5. Model Advance Tabco SLB-73c Lite Three Compartment Stainless Steel Bar Sink with Two Drain boards 84 inch x 18 inch.

6. 12 raised redwood garden beds measured 4 feet by 8 feet;
7. 12 feet in width by 500 feet in length concrete pavers along community garden vehicle access way;
8. Wood split rail fence along community garden approximately 175 feet in length measured 3 1/2 feet by 6 feet;
9. 630 feet of privacy fence screen.
10. Graphic illustrating windmill pumping water. Size of graphic to be specified by Heritage Museum of Orange County.
11. Purchase and deliver 10 Orange Trees, 10 Tangerine Trees, 10 Lemon Trees, 5 Persimmon Trees, and 5 Fig Trees;
12. Coordinate with the SAUSD and Heritage Museum during construction to minimize disruptions at the HMOC;
13. Any necessary replacement of all landscaping or asphalt areas and HMOC amenities that may be damaged during Grantee's exercise of any rights granted by this easement; and
14. Prepare and record an Amendment to Easement describing the final configuration of the Easement Area in the event that the final configurations of the Easement Area changes from its description in Exhibits "A" or "B."

Notices: Any notice, payment or instrument required or permitted to be given or delivered by this Easement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to Grantee:

If by mail: ORANGE COUNTY WATER DISTRICT
P.O. Box 8300
Fountain Valley, CA 92728-8300
Attn: Property Management

If by personal ORANGE COUNTY WATER DISTRICT
Delivery: 18700 Ward Street
Fountain Valley, CA 92708
Attn: Facilities Department

If to Grantor:

SANTA ANA UNIFIED SCHOOL DISTRICT
1601 E. Chestnut Ave.
Santa Ana, CA 92701-6322
(714) 558-5501
Attn: Facilities Planning

With a copy to:

Heritage Museum of Orange County
3101 W. Harvard Avenue
Santa Ana, CA 92704
(714) 545-0404
Attn: Executive Director

or such other person or address as either party may direct in writing to the other, provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

Warranty of Authority: Each officer of Grantor and Grantee affixing his or her signature to this Easement warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions, and provisions therein, that his or her respective party has the full legal right, power, capacity, and authority to enter into this Easement and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

Headings: The titles and headings of Sections and Paragraphs of this Easement, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this Easement, or to control, limit or modify any of the terms, covenants or conditions hereof.

Time of Essence: Time is of the essence of this Easement. Failure to comply with any requirement, including but not limited to any time requirement, of this Easement shall constitute a material breach of this Easement.

Integration, Construction and Amendment: This Easement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. This Easement shall be construed and interpreted with, and shall be governed and enforced in all respects according to, the laws of the State of California and as if drafted by both Grantor and Grantee. No amendment, change, or

modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this Easement, signed by all of the parties hereto.

Successors: This easement and the provisions contained herein shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

Partial Invalidity: If any term, covenant, condition, or provision of this Easement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other terms, covenant, condition, or provision contained in this Easement.

Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

Attorney's Fees: Subject to any other provision stated herein, in any action or proceeding between the parties hereto seeking interpretation or enforcement of any of the terms and provisions of this Easement or in connection with the Easement Area, the prevailing party in such action or proceeding shall be entitled to have and to recover from the other party its reasonable attorney's fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs.

Termination of Easement. At such time as when Grantee determines the Well Site is no longer needed, and in accordance with the California State Water Well Standards Bulletin 74-81 as amended by Bulletin 74-90 and at Grantee's sole cost and expense, Grantee shall: (i) destroy the well in accordance with all applicable City and/or County rules and regulations in effect; (ii) remove all equipment and facilities from the Well Site; and (iii) restore the surface area to the general condition that existed prior to the construction of the Well Site within 90 days from the destruction of the well. After the well has been destroyed and the Well Site restored to the general condition that existed prior to entry, Grantee shall quit-claim its interest in the Easement Area to the Grantor.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been executed on 4-19, 2017

“GRANTOR”

SANTA AND UNIFIED SCHOOL DISTRICT,
a public corporation

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM
Santa Ana School District Attorney

By: _____

Title: _____

Date: _____

“GRANTEE”

ORANGE COUNTY WATER DISTRICT
political subdivision of the State of California
organized under Chapter 924 of the Statutes of
1933, as amended

By: Domin B. Bodean
President

By: [Signature]
General Manager

APPROVED AS TO FORM
Rutan & Tucker LLP

By: [Signature]
General Counsel, Orange
County Water District

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ORANGE)

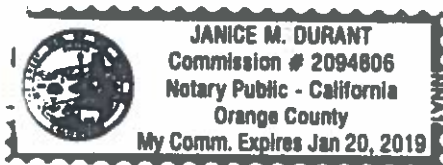
On 4-20-17 before me, JANICE M. DURANT Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DENIS BILODEAU + MICHAEL R. MARKUS
Name(s) of Signer(s)

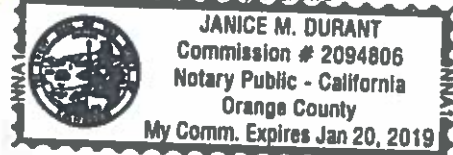
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Janice M. Durant
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EASEMENT DEED Document Date: 4-19-17

Number of Pages: _____ Signer(s) Other Than Named Above: SANTA ANA SCHOOL DISTRICT

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Well Site

Maintenance Easement

Temporary Construction Easement

EXHIBIT 'A'

LEGAL DESCRIPTION

OCWD WELL SAR-13
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 1 AND LOT 3 OF TRACT NO. 1024 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 33, PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF TRACT NO. 3236 AS SHOWN ON THE MAP FILED IN BOOK 189, PAGES 23 THROUGH 27, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT ALSO BEING ON THE WEST BOUNDARY LINE OF SAID LOT 3; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 3 NORTH 0°35'35" EAST 450.32 FEET; THENCE LEAVING THE WEST BOUNDARY LINE OF SAID LOT 3 EAST 154.29 FEET; THENCE NORTH 18°43'08" EAST 78.97 FEET; THENCE EAST 67.44 FEET; THENCE SOUTH 45°00'00" EAST 50.15 FEET; THENCE SOUTH 51.97 FEET; THENCE EAST 50.21 FEET; THENCE NORTH 45°00'00" EAST 124.39 FEET; THENCE SOUTH 89°50'30" EAST 255.17 FEET; THENCE NORTH 69°02'01" EAST 42.33 FEET; THENCE NORTH 45°00'00" EAST 18.21 FEET; THENCE NORTH 17°39'24" EAST 101.68 FEET; THENCE EAST 48.56 FEET; THENCE NORTH 17°39'24" EAST 231.98 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 13°47'15" EAST 140.81 FEET; THENCE NORTH 34°41'02" WEST 75.37 FEET; THENCE SOUTH 88°51'48" EAST 113.60 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF LOT A OF TRACT NO. 2511 AS SHOWN ON THE MAP FILED IN BOOK 113, PAGES 29 THROUGH 34, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A SOUTH 17°22'44" WEST 205.87 FEET; THENCE LEAVING THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A WEST 42.75 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 0.264 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.



D. A. Bush
2-10-17

EXHIBIT 'A'

LEGAL DESCRIPTION

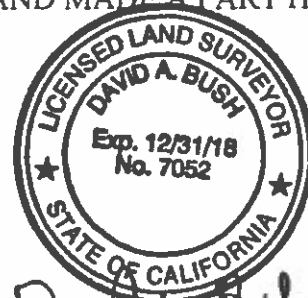
OCWD WELL SAR-13
MAINTENANCE EASEMENT

THAT PORTION OF LOT 1 OF TRACT NO. 1024 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 33, PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF TRACT NO. 3236 AS SHOWN ON THE MAP FILED IN BOOK 189, PAGES 23 THROUGH 27, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT ALSO BEING ON THE WEST BOUNDARY LINE OF LOT 3 OF TRACT NO. 1024; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 3 NORTH 0°35'35" EAST 450.32 FEET; THENCE LEAVING THE WEST BOUNDARY LINE OF SAID LOT 3 EAST 154.29 FEET; THENCE NORTH 18°43'08" EAST 78.97 FEET; THENCE EAST 67.44 FEET; THENCE SOUTH 45°00'00" EAST 50.15 FEET; THENCE SOUTH 51.97 FEET; THENCE EAST 50.21 FEET; THENCE NORTH 45°00'00" EAST 124.39 FEET; THENCE SOUTH 89°50'30" EAST 255.17 FEET; THENCE NORTH 69°02'01" EAST 42.33 FEET; THENCE NORTH 45°00'00" EAST 18.21 FEET; THENCE NORTH 17°39'24" EAST 101.68 FEET; THENCE EAST 48.56 FEET; THENCE NORTH 17°39'24" EAST 231.98 FEET; THENCE NORTH 13°47'15" EAST 102.81 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 13°47'15" EAST 38.00 FEET; THENCE NORTH 10°44'26" EAST 61.99 FEET; THENCE SOUTH 88°51'48" EAST 59.15 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF LOT A OF TRACT NO. 2511 AS SHOWN ON THE MAP FILED IN BOOK 113, PAGES 29 THROUGH 34, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A SOUTH 17°22'44" WEST 116.39 FEET; THENCE LEAVING THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A NORTH 72°11'33" WEST 47.24 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 0.128 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.



D. A. Bush
2-10-17

EXHIBIT "B"

PLAT OF EASEMENT

Well Site

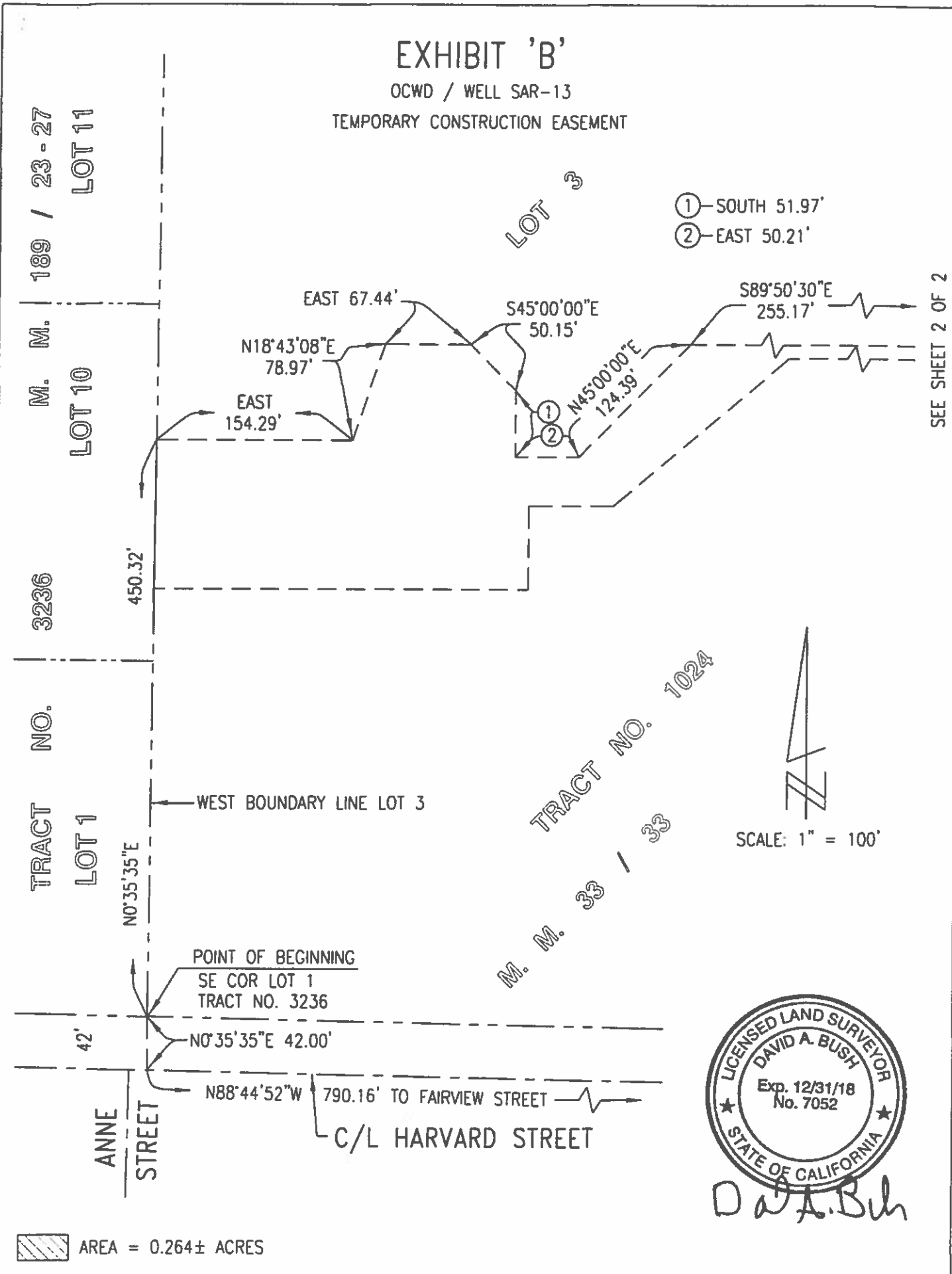
Maintenance Easement

Temporary Construction Easement

EXHIBIT 'B'

OCWD / WELL SAR-13
TEMPORARY CONSTRUCTION EASEMENT

- ① - SOUTH 51.97'
- ② - EAST 50.21'



SEE SHEET 2 OF 2



D.A. Bush

EXHIBIT 'B'

OCWD / WELL SAR-13

TEMPORARY CONSTRUCTION EASEMENT



SCALE: 1" = 100'

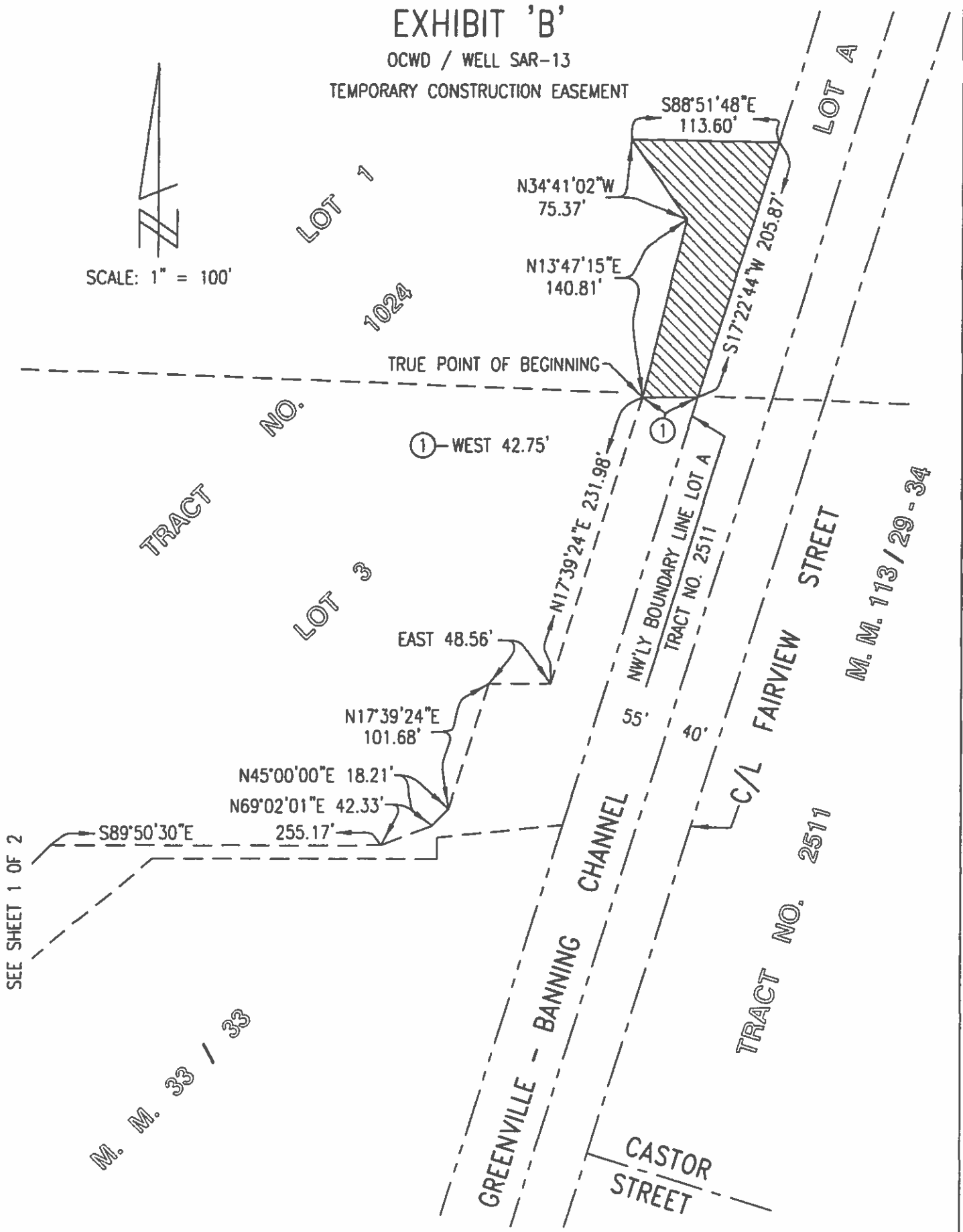


EXHIBIT 'B'

OCWD / WELL SAR-13
MAINTENANCE EASEMENT

189 / 23-27
LOT 11

M. M.
LOT 10

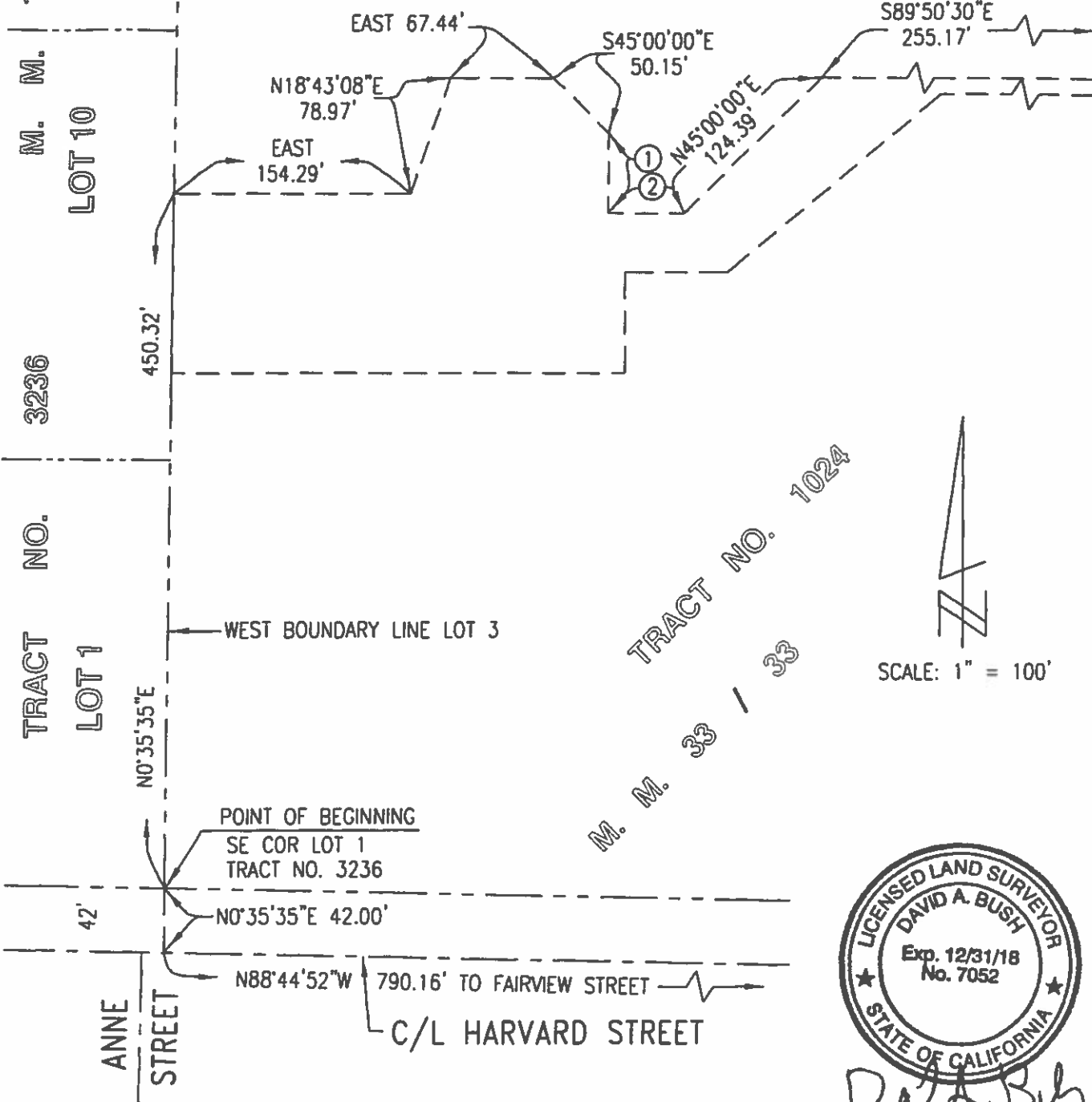
3236

TRACT NO.
LOT 1

LOT 3

- ① - SOUTH 51.97'
- ② - EAST 50.21'

SEE SHEET 2 OF 2



TRACT NO. 1024
M. M. 33 - 33



D.A. Bush

AREA = 0.128± ACRES

EXHIBIT 'B'

OCWD / WELL SAR-13
MAINTENANCE EASEMENT

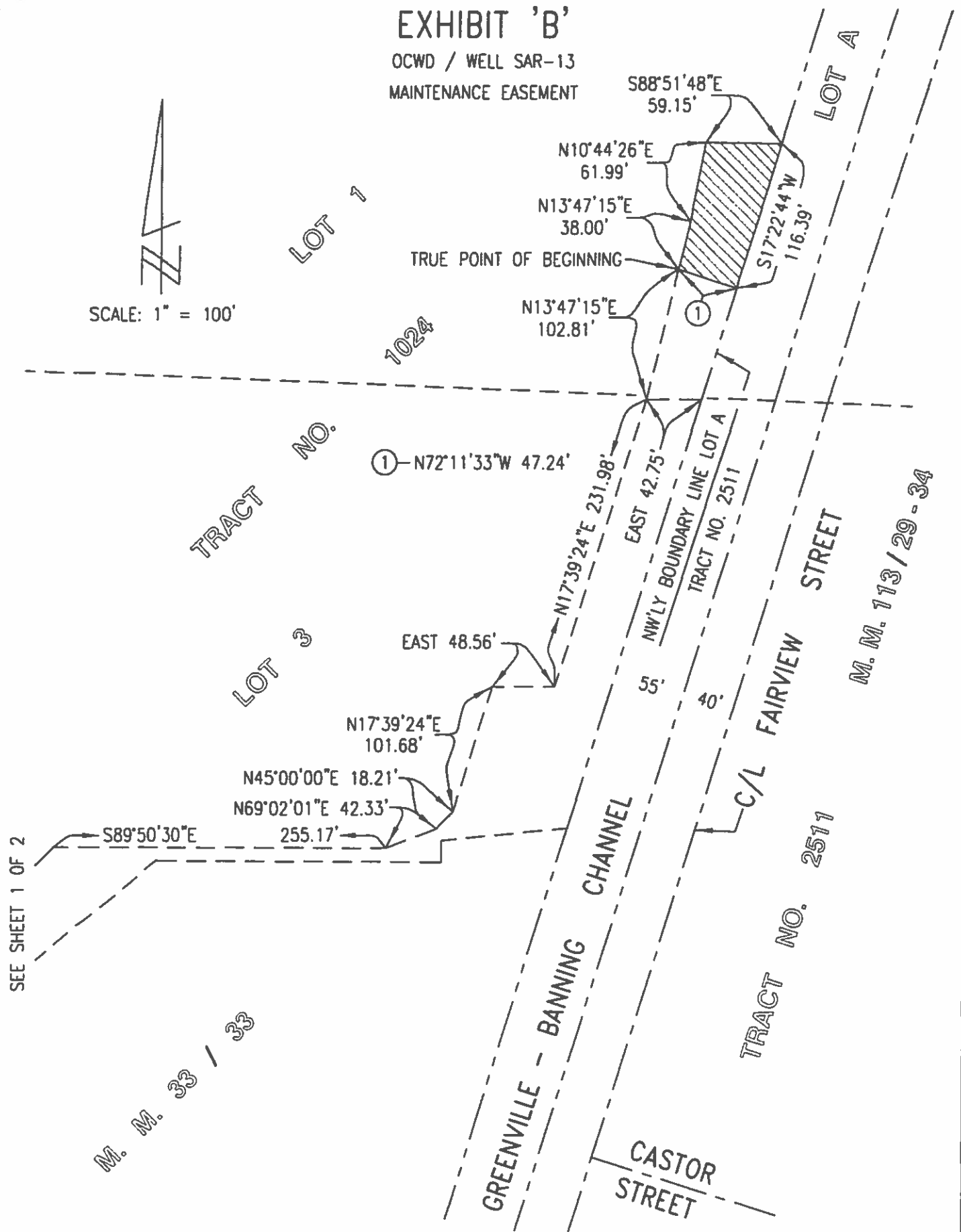
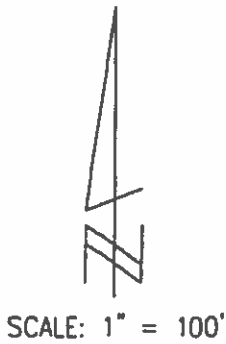
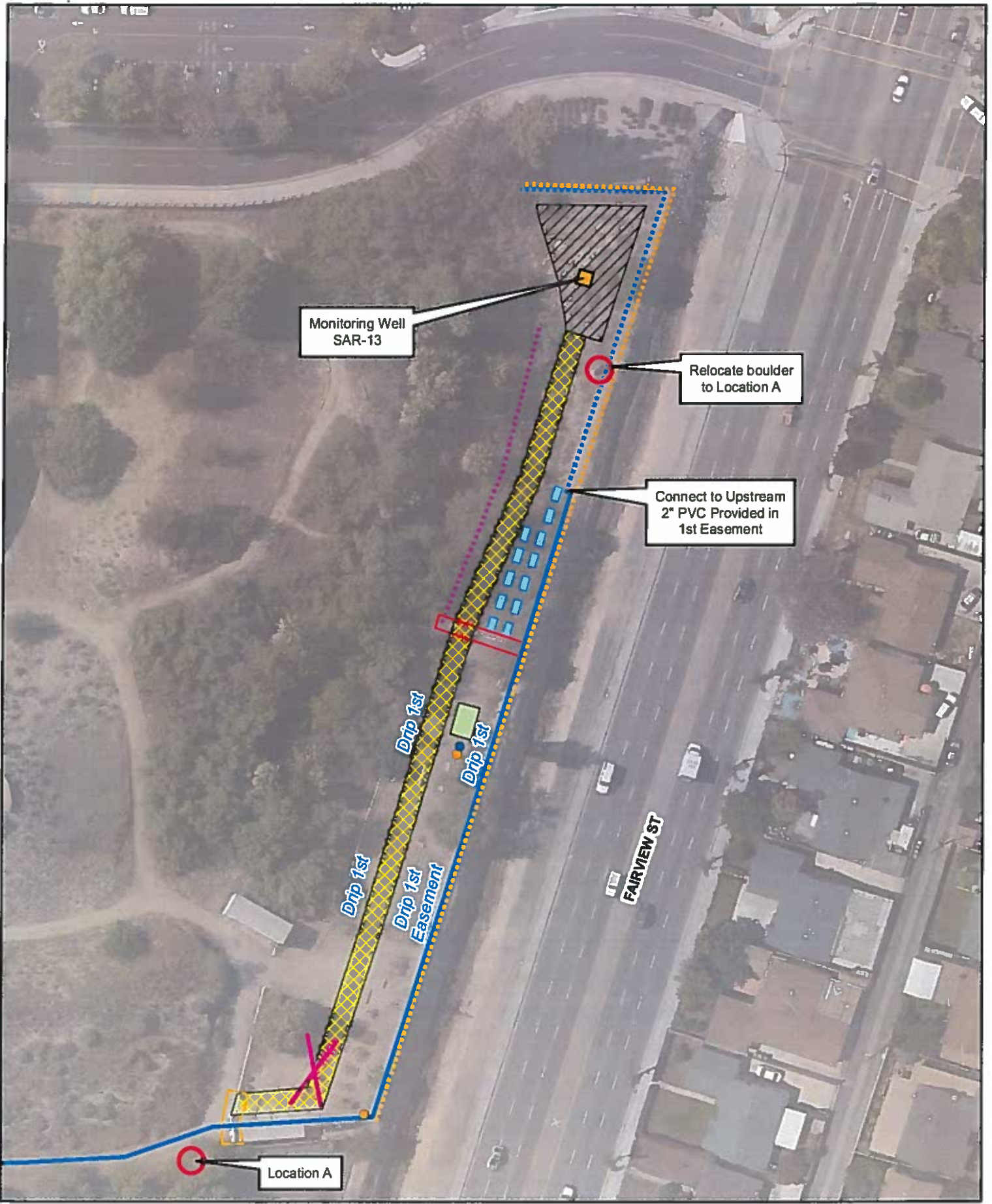


EXHIBIT "C"
OTHER CONSIDERATIONS

Path: I:\S\Bent\Centennial\Perk\Nov16\BK_MuseumProject.mxd



- Sink
- Receptacle
- 175' Fence
- 630' Fence Screen
- Raked Beds to be Removed and Replaced
- Upstream 2" PVC
- New 2" PVC
- Fence Removal
- Fence Removal and Replacement
- 12' x 18' Greenhouse
- 12' x 500' Paver Walkway
- 4' x 8' Raised Bed w/ Drip
- 3,000 sq ft Decomposed Granite



**Heritage Museum SAR-13
Monitoring Well Project
Site Improvements**

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by Deed or Grant dated 4-19, 2017 from, SANTA AND UNIFIED SCHOOL DISTRICT, a public corporation to the ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, is hereby accepted by the undersigned officer on behalf of the ORANGE COUNTY WATER DISTRICT pursuant to the authority conferred by resolution or ordinance of the BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT adopted on 4-19, 2017 and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 4-20, 2017

BY: Jane Durant
District Secretary

AGENDA ITEM BACK-UP SHEET
June 13, 2017

Board Meeting

TITLE: **Authorization to Reject all Bids Received for Bid No. 10-17 for Fresh and Pre-Packaged Bread Products**

ITEM: **Action**

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

PREPARED BY: **Mark Chavez, Director, Nutrition Services**

BACKGROUND INFORMATION:

Staff issued Bid No. 10-17 to meet United States Department of Agriculture (USDA) requirements for participation in the National School Lunch and Breakfast Programs. The District is required to perform a formal procurement process for the purchase of food products being used in our District's school nutrition programs

ITEM SUMMARY:

- Reject bids for Bid No. 10-17
- Pending changes in the National School Lunch

RATIONALE:

The purpose of this agenda item is to seek Board approval to reject all bids received for Bid No. 10-17, to provide fresh and pre-packaged bread products to the District.

The National School Lunch Program recently announced potential changes to the food production requirements for items that would be purchased by the District under Bid No. 10-17. Therefore, staff will reissue the bid to allow for the ability to modify its product selections once new regulations and the National School Lunch Program provides guidance.

LCAP Goal 3.5: Ensure access for low-income pupils to the core instructional program by including nutritious food and other wellness programs.

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the rejection of all bids for Bid No. 10-17 to provide fresh and prepackaged bread products to the District.

TD:mc:mm

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Authorization to Award a Request for Proposal for the Purchase and Distribution of Frozen, Refrigerated, Dry Food Products and Services to A&R Food Distributors**

ITEM: **Action**

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

PREPARED BY: **Mark Chavez, Director, Nutrition Services**

BACKGROUND INFORMATION:

Staff issued Request for Proposal (RFP) No. 17-17 for the purchase and distribution of frozen, refrigerated, and dry food products and services to meet United States Department of Agriculture (USDA) requirements for participation in the National School Lunch and Breakfast Programs. The District is required to perform a formal procurement process for the purchase of food products used in our District's school nutrition programs.

ITEM SUMMARY:

- Award RFP No. 17-17
- Provide Frozen, Refrigerated, Dry Food Products and Services Districtwide
- RFP award for July 1, 2017 through June 30, 2018, with four possible 1-year extensions.

RATIONALE:

The purpose of this agenda item is to seek Board approval to award RFP No. 17-17 to A&R Food Distributors, for the Purchase and Distribution of Frozen, Refrigerated, Dry Food Products and Services.

The RFP was advertised, as legally required, in the *Orange County Register*, on the District's website, on four bid portals, and additional direct vendor outreach was performed to vendors registered with the California School Nutrition Association. Sixteen agencies received RFP documents and three submitted proposals. Staff recommends award of a contract to A&R Food Distributors based on the outcome of a subjective initial review, review panel screening and pricing. Vendor selection complies with requirements within Board Policy.

Each proposal was reviewed and scored based on a subjective review, pricing and an objective review panel. Seventy percentage points were available during for subjective review and pricing and thirty percentage points were available during the objective panel review of the proposals. Proposals were required to meet a minimum score of eighty percentage points during the subjective review to move on to the pricing and objective panel reviews. The outcome of the evaluation results was as follows:

Subjective Review:

Company Reviewed	Score
A&R Food Distributors	90%
Gold Star Foods	87%
Shamrock Foods	69%

Pricing:

Company Pricing	Price	Score
A&R Food Distributors	\$8,477,623.41	100%
Gold Star Foods	\$8,852,816.91	99%

Review Panel:

Company Reviewed	Score
Gold Star Foods	94%
A&R Food Distributors	91%

Total Score

Company Evaluated	Score
A&R Food Distributors	95.3%
Gold Star Foods	95.1%

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

FUNDING:

Fund 13 - Food Services Fund: \$9,000,000

RECOMMENDATION:

Authorize the award of RFP No. 17-17 to A&R Food Distributors for the Purchase and Distribution of a Frozen, Refrigerated, Dry Food Products and Services.

TD:mc:mm

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Approval of Agreement with Latino Film Institute Youth Cinema Project for 2017-18 School Year

ITEM: Action

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with Latino Film Institute Youth Cinema (LFIYC) Project for the 2017-18 school year. Previously known in the 2015-16 school year, as the Latino International Film Institute (LIFI).

RATIONALE:

The LFIYC program will improve literacy rates of high school graduation and build greater cultural harmony through the creative arts for students. By beginning at the later elementary grades and early intermediate grades, students will learn the power of language and build the skill set to effectively engage in the fine arts during high school. This pathway will allow them to connect with industry experts and provide a unique enrichment experience. Students will live in two worlds, filmmaking and education that will provide a bridge from school to the film and entertainment industry.

The LFIYC program will provide instructional services in cinematic film making including: screenwriting, filming, editing, directing, sound recording/engineering, production, and postproduction to Heninger Elementary School and Santa Ana High School. The program will add a new 11th grade class at Santa Ana High School.

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

FUNDING:

Title I CORE Set Aside: \$374,042.60

ITEM SUMMARY:

- Agreement Starts: July 1, 2017
- Agreement Ends: June 30, 2018
- LFIYC will provide instructional services in screenwriting, filming, editing, directing, sound recording, production, and postproduction.
- Program will be implemented at Heninger Elementary School and Santa Ana High School.

RECOMMENDATION:

Approve the agreement with Latino Film Institute Youth Cinema Project for the 2017-18 school year.

AJ:mo

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Latino Film Institute Youth Cinema Project, 18034 Ventura Blvd., Suite 288, Encino, CA 91316**) 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:** Instructional services in cinematic film making including: screenwriting, storyboarding, casting, directing, production, editing, sound recording/engineering, and other postproduction skills. The services will be offered at six (6) classes, specifically one (1) 4th grade class, one (1) 5th grade class, one (1) 6th grade class, one (1) 9th grade class, one (1) 10th grade class, and one (1) 11th grade class. The Youth Cinema Project will provide the curriculum and lessons plans for each class and course.

Each class will be taught by a District employed certificated teacher. Before the start of the school year, the Youth Cinema Project will provide sixteen (16) hours of orientation and teacher training for each of the District teachers and any administrators the District designates in the program. Once the program has begun, the Youth Cinema Project specialists will provide fifteen (15) hours of year-round staff development for each of the District teachers and any administrators the District designates to participate in the program.

The Youth Cinema Project will supply filmmaking instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the Youth Cinema

Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the District's efforts to market the program to parents, the community, and others. For its part the District shall be responsible for providing the equipment (e.g. cameras, lights, and computers) required for each class.

The Youth Cinema Project will also coordinate industry field trips designed to enhance our curriculum. These industry field trips are critical to closing the Opportunity Gap for our students, and create direct access between Hollywood and the students. All field trips will need to be approved ahead of time by the District, and will not exceed two (2) per semester.

- **Teacher Orientation and Staff Development:**

Prior to the start of the program, District teachers and administrators assigned to the program will receive approximately sixteen hours (16) hours of orientation and training.

The Youth Cinema Project's teacher orientation and training program is conducted by our Chief Academic & Program Development Officers. These same Officers will also conduct approximately fifteen hours (15) of year-round staff development for each class with the District teachers and administrators, but not to exceed three (3) classes. Total annual number of hours for orientation, training, and staff development are a hundred and seventy-seven (77).

The Youth Cinema Project Chief Academic & Program Development Officers assigned to the individual classes at the District will continue training District personnel over the course of the instructional year.

- **School Classroom:**

Film program instruction requires one and a half (1.5) hours of instruction two times a week. Students will be divided into production groups (group number depends on grade level), and each class will require two Youth Cinema Project instructors, as well as the

classroom teacher. In addition, each session will require one (1) hour of prep time and one (1) hour of travel time per instructor.

Additionally, LFI will invite guest lecturers to present on specialized topics (3 times a semester). LFI is assuming a cost of \$250 per expert. PLEASE NOTE: LFI instructors are part of the industry professionals in the classroom LFI promises. But, LFI instructors are teaching during their hiatus period, so LFI Guests provide a direct pathway to the industry that is active. They enhance lessons with fresh insight from a current project (they are in the middle of) and they provide a direct link for the students and the school to the professional workplace.

- **Program Management, Coordination, and Support:**

The program will require management, development of industry opportunities and partnerships for the students and the District, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum.

Furthermore, we also recommend that the District allow the institute to help coordinate end-of-year community screenings where the District can invite parents and community members to watch the students' films. NOTE: this is different than the end-of-year industry/professional screenings; these are strictly for students and closed to the general public.

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 Three Hundred Seventy-Four Thousand Forty-Two Dollars Sixty Cents (\$374,042.60). 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: out of pocket expenses incurred on the DISTRICT's behalf including but not limited to any mileage (which will be paid at the IRS rate), filming licenses, permits, fees, transportation or insurance.

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: The Youth Cinema Project will provide a list of the equipment required for the program. The District will be responsible for the purchase of the equipment.

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:** The Youth Cinema Project recognizes that the films produced by the students are property of the District. The District hereby grants the Youth Cinema Project a license to use the student films for purposes of marketing the program and showcasing the students' work, on, for example, the Youth Cinema Project website, YouTube and other media platforms.

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 **THIRTY (30)** 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 **THIRTY (30)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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:

**Latino Film Institute Youth Cinema
Project**

18034 Ventura Blvd., Suite 228

Encino, CA 91316

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.

26. **Cooperation of Program Assessment:** The Youth Cinema Project will be taking active measures to assess the quality and effectiveness of its program. The District agrees to use its best efforts to collaborate and supply all requested data (to the extent not legally prohibited) in support of this effort.

THIS AGREEMENT IS ENTERED INTO THIS 1ST DAY OF JULY, 2017.

DISTRICT:

CONTRACTOR:

By:

Signature

Tina Douglas

Printed Name

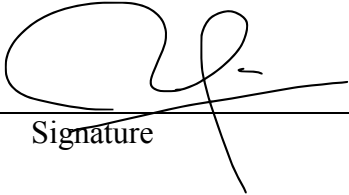
Assistant Superintendent, Business
Services

Title

6/13/2017

Board Approval Date

By:



Signature

Rafael Agustín

Printed Name

Executive Director

Title

47-5010246

Social Security or Taxpayer Identification

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

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



May 17, 2017

Dr. Stefanie Phillips
Superintendent
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701-6322

Re: Agreement Between Santa Ana Unified School District and the Latino Film Institute Youth Cinema Project

Dear Dr. Phillips:

Please allow me to express our appreciation to the Board of Trustees and the Santa Ana Unified School District (the “District”) for the opportunity for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) to partner with the District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the District.

The goal of the Youth Cinema Project is to enhance a student’s education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

To that end, California Government Code Section 53060 authorizes the District to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

Scope of Services

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in cinematic film making including: screenwriting, storyboarding, casting, directing, production, editing, sound recording/engineering, and other postproduction skills. The services will be offered at six (6) classes, specifically one (1) 4th grade class, one (1) 5th grade class, one (1) 6th grade class, one (1) 9th grade class, one (1) 10th grade class, and one (1) 11th grade class. The Youth Cinema Project will provide the curriculum and lessons plans for each class and course.

Each class will be taught by a District employed certificated teacher. Before the start of the school year, the Youth Cinema Project will provide sixteen (16) hours of orientation and teacher training for each of the District teachers and any administrators the District designates in the program. Once the program has begun, the Youth Cinema Project specialists will provide fifteen (15) hours of year-round staff development for each of the District teachers and any administrators the District designates to participate in the program.

The Youth Cinema Project will supply filmmaking instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the Youth Cinema Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the District's efforts to market the program to parents, the community, and others. For its part the District shall be responsible for providing the equipment (e.g. cameras, lights, and computers) required for each class.

The Youth Cinema Project will also coordinate industry field trips designed to enhance our curriculum. These industry field trips are critical to closing the Opportunity Gap for our students, and create direct access between Hollywood and the students. All field trips will need to be approved ahead of time by the District, and will not exceed two (2) per semester.

A list of equipment costs to be borne by the district, along with the estimated costs of the field trips, will be emailed separately

Fees and Costs

The District will pay the Youth Cinema Project: (1) for the instructional and staff development services it provides to the District at an hourly rate of \$116.00 per hour and (2) a fee of \$42,918.60 to cover costs of program management, development of industry opportunities and partnerships for the students and the District, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum.

Attached to this letter is an estimated budget for the Youth Cinema Project for the 2017-18 school year.

The District will also reimburse the Youth Cinema Project for all its out of pocket expenses incurred on the District's behalf including but not limited to any mileage (which will be paid at the IRS rate), permits, fees, transportation or insurance. The Youth Cinema Project will, of course, itemize all costs incurred and provide back-up documentation upon request.

Billings

The Youth Cinema Project will bill the District on a monthly basis. All amounts due will be payable to the "**Latino Film Institute Youth Cinema Project.**" The District agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

Cooperation in Program Assessment

The Youth Cinema Project will be taking active measures to assess the quality and effectiveness of its program. The District agrees to use its best efforts to collaborate and supply all requested data (to the extent not legally prohibited) in support of this effort.

Intellection Property

The Youth Cinema Project recognizes that the films produced by the students are property of the District. The District hereby grants the Youth Cinema Project a license to use the student films for purposes of marketing the program and showcasing the students' work, on, for example, the Youth Cinema Project website, YouTube and other media platforms.

Term and Termination

This agreement shall be effective as of July 1st, 2017 and shall remain in effect through June 30, 2018.

The District may, at any time, with or without reason, terminate this Agreement and shall compensate the Youth Cinema Project for services rendered and expenses incurred to the date of termination. Written notice by the District shall be sufficient to stop further performance by the Youth Cinema Project. Notice shall be deemed given when mailed and received by the Youth Cinema Project at the address specified below:

ATTN: Latino Film Institute Youth Cinema Project
18034 Ventura Blvd., Suite 288
Encino, CA 91316

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to provide services to the District and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rafael Agustín', with a stylized flourish extending from the end.

Rafael Agustín
Executive Director,
Latino Film Institute Youth Cinema Project

I have read and am authorized to agree to the foregoing:

SANTA ANA UNIFIED SCHOOL DISTRICT

By: Dr. Stefanie Phillips
Superintendent

**2017-18 ESTIMATED BUDGET FOR
YOUTH CINEMA PROJECT AT
SANTA ANA UNIFIED SCHOOL DISTRICT**

Set forth below are the estimated costs and expenses for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) for Santa Ana Unified School District (the “District”). The estimates are based on the assumption of 180 instructional days, 34 weeks of actual instruction, and class sizes of 30 students.

1. Teacher Orientation and Staff Development:

Prior to the start of the program, District teachers and administrators assigned to the program will receive approximately sixteen hours (16) hours of orientation and training.

The Youth Cinema Project’s teacher orientation and training program is conducted by our Chief Academic & Program Development Officers. These same Officers will also conduct approximately fifteen hours (15) of year-round staff development for each class with the District teachers and administrators, but not to exceed three (3) classes. Total annual number of hours for orientation, training, and staff development are a hundred and seventy-seven (77).

Orientation, Training, and Staff Development Costs: $77 \times \$116 = \mathbf{\$8,932}$

The Youth Cinema Project Chief Academic & Program Development Officers assigned to the individual classes at the District will continue training District personnel over the course of the instructional year.

2. School Classroom:

Film program instruction requires one and a half (1.5) hours of instruction two times a week. Students will be divided into production groups (group number depends on grade level), and each class will require two Youth Cinema Project instructors, as well as the classroom teacher. In addition, each session will require one (1) hour of prep time and one (1) hour of travel time per instructor. However, we will only charge for one (1) hour of travel for each school site (i.e. Heninger Elementary & Santa Ana High School). The estimated cost for each elementary class is:

Instructor #1 (+ travel hour): $7 \text{ hours per week} \times 34 \text{ weeks} = 238 \text{ hours} \times \$116 = \$27,608$

Instructor #2 (+ travel hour): $7 \text{ hours per week} \times 34 \text{ weeks} = 238 \text{ hours} \times \$116 = \$27,608$

Instructor #1 (- travel hour): $5 \text{ hours per week} \times 34 \text{ weeks} = 170 \text{ hours} \times \$116 = \$19,720$

Instructor #2 (- travel hour): $5 \text{ hours per week} \times 34 \text{ weeks} = 170 \text{ hours} \times \$116 = \$19,720$

Accordingly, the cost for a class with the travel hour is: **\$55,216**

Accordingly, the cost for a class without the travel hour is: **\$39,440**

Additionally, LFI will invite guest lecturers to present on specialized topics (3 times a semester). LFI is assuming a cost of \$250 per expert. PLEASE NOTE: LFI instructors are part of the industry professionals in the classroom LFI promises. But, LFI instructors are teaching during their hiatus period, so LFI Guests provide a direct pathway to the industry that is active. They enhance lessons with fresh insight from a current project (they are in the middle of) and they provide a direct link for the students and the school to the professional workplace.

Thus the annual cost of the class in the first year with the travel hour would thus be:

$$6 \times \$250 \text{ dollars, i.e. } \$1,500 \text{ plus } \$55,216 = \mathbf{\$56,716}$$

Thus the annual cost of the class in the first year without the travel hour would thus be:

$$6 \times \$250 \text{ dollars, i.e. } \$1,500 \text{ plus } \$39,440 = \mathbf{\$40,940}$$

3. Program Management, Coordination, and Support:

The program will require management, development of industry opportunities and partnerships for the students and the District, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum. These services will cost approximately \$42,918.60.

Furthermore, we also recommend that the District allow the institute to help coordinate end-of-year **community screenings** where the District can invite parents and community members to watch the students' films. NOTE: this is different than the end-of-year **industry/professional screenings**; these are strictly for students and closed to the general public.

4. Equipment Requirements

The Youth Cinema Project will provide a list of the equipment required for the program. The District will be responsible for the purchase of the equipment.

5. Recap

Training & Year-round Development	\$8,932
4 th Grade School Classroom	\$56,716
5 th Grade School Classroom	\$40,940
6 th Grade School Classroom	\$40,940
9 th Grade School Classroom	\$56,716
10 th Grade School Classroom	\$40,940
11 th Grade School Classroom	\$40,940

Program Administration, Manager-Coordinator	\$42,918.60
Estimated Expenses:	<u>\$45,000</u>
Total	\$374,042.60

These costs have been significantly reduced as long as we can schedule such classes on the same day on a back-to-back basis (at the same school site, or equivalent).

**AGENDA ITEM BACKUP SHEET
June 13, 2017**

Board Meeting

TITLE: Adoption of Resolution No. 16/17-3174 – Authorizing the Transfer of Remaining Balance and Closing of Associated Student Body Fund

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Dawn Piatek, Director, Accounting and Payroll

BACKGROUND INFORMATION:

Currently, a portion of the Associated Student Body (ASB) Funds are held in Fund 95 at the County treasury and the remainder of the funds are held at Wells Fargo. Fund 95 is not a state required fund. By transferring the balance of fund 95 into Wells Fargo, all ASB funds will be held in one account. The money is already accounted for in the ASB Blue Bear software. To be in alignment with best practices, the district is proposing to close Fund 95 and transfer the cash from the County treasury to Wells Fargo.

The student body itself maintains its own general fund, which accounts for the transactions of that entity in raising and expending money to promote the general welfare, morale, and educational experiences of the student body.

RATIONALE:

The purpose of this agenda item is to seek Board adoption of Resolution No. 16/17-3174, authorizing the transfer of Remaining Balance and Closing of Associated Student Body Fund into one account as noted below:

ITEM SUMMARY:

- Close fund not required by the District.
- Transfers cash into one account held at Wells Fargo
- School districts should establish and maintain those funds required by law and sound financial administration.
- Only the minimum number of funds consistent with legal and operating requirements should be established.
- Unnecessary funds result in undue complexity and inefficient financial administration.

Fund Name	Fund Balance	Transfer To:
Fund 95: Associated Student Body	\$1,236,777.73 plus any residual interest	Site Student Body bank accounts held with Wells Fargo Bank

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

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 16/17-3174 authorizing the Transfer of Remaining Balance and Closing of Associated Student Body Fund.

TD:dp:mm

1 Resolution NO. 16/17-3174

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 **Transfer of Remaining Balance and**
7 **Closing of Associated Student Body (ASB) Fund**
8

9 WHEREAS, the District has determined that Fund 95 (Associated Student Body);
10 is no longer required for special purposes as set up by the District when the funds
11 were established: and
12

13 WHEREAS, the Associated Student Body maintains its own general fund with
14 accounts held at Wells Fargo Bank: and
15

16 NOW, THEREFORE, BE IT RESOLVED that the Santa Ana Unified School District
17 fund shall be closed and a check issued for the remaining balance of \$1,236,777.73
18 as of June 14, 2017. The check should be made payable to Santa Ana Unified Student
19 Body and deposited to Wells Fargo Bank with any residuals to Fund 0101.
20

21 Upon motion of Member _____ and duly seconded, the foregoing
22 Resolution was adopted by the following vote:
23

24 AYES:

25 NOES:

26 ABSENT

27
28 STATE OF CALIFORNIA)
29) SS:
30 COUNTY OF ORANGE)
31

32 I, Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified
33 School District of Orange County, California, hereby certify that the above and
34 foregoing Resolution was duly adopted by the said Board at a regular meeting
35 thereof held on the 13th day of June, 2017, and passed by a vote of _____ of
36 said Board.
37

38 IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of
39 June, 2017.
40

41 _____
42 Cecilia "Ceci" Iglesias
43 Clerk of the Board of Education

AGENDA ITEM BACKUP SHEET

June 13, 2017

Board Meeting

TITLE: Adoption of Resolution No. 16/17-3183 - Approval of a Mitigated Negative Declaration Report for the Advanced Learning Academy Expansion Located at the Former Remington Elementary School at 1325 E. Fourth St., Santa Ana

ITEM: Action

SUBMITTED BY: Orin Williams, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Orin Williams, Assistant Superintendent, Facilities and Governmental Relations

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No.16/17-3183 - Approval of a Mitigated Negative Declaration (MND) report (a copy of which is located on the front page of the District website) for the Advanced Learning Academy (ALA) expansion project located at the former Remington Elementary School at 1325 E. Fourth St., Santa Ana.

RATIONALE:

At the February 15, 2017 Board meeting, the Board approved the initiation of the planning process for the new ALA expansion, located at the former Remington Elementary School campus. The school site would be converted to a Santa Ana College (SAC) adult education program on the west side of campus, and ALA expansion grades 6-12 school on the east side of campus.

The purpose of this MND report is to identify any potential environmental impacts from implementation of the ALA expansion project, in accordance with the California Environmental Quality Act (CEQA). The report includes a Mitigation Monitoring Program to ensure the compliance of all mitigation measures are implemented to ensure no significant impacts result from the construction or operation of the project. Mitigation measures are included for the following areas: biological resources, geology and soils, and noise reduction.

This MND report was available for public comment for a 20-day period. Notice was provided to public agencies, posted at the school, District website, District front desk, and advertised in the newspaper all as stipulated by law. District responses to public comments are incorporated into the report.

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

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

FUNDING:

No impact to the General Fund.

RECOMMENDATION:

Adopt Resolution No. 16/17-3183 to approval of a Mitigated Negative Declaration report for the Advanced Learning Academy (ALA) expansion located at the former Remington Elementary School at 1325 E. Fourth St., Santa Ana.

1 RESOLUTION NO. 16/17-3183

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Approval of the Mitigated Negative Declaration for the Advanced Learning Academy Expansion Project
6 located at 1325 E. Fourth Street in Santa Ana

7 WHEREAS, the Santa Ana Unified School District (SAUSD) Board of Education (“Board”) desires to
8 develop the Advanced Learning Academy expansion project (the “Project”) located at 1325 E. Fourth Street in
9 the City of Santa Ana, Orange County, State of California (“Property”); and

10
11 WHEREAS, the Project will include construction, operation, and maintenance of the redeveloped campus
12 to provide educational facilities for students grades six through twelfth of the Advanced Learning Academy as
13 well as adult education for the Santa Ana College for the benefit of the District and the community it serves; and
14

15 WHEREAS, the Board desires to have the SAUSD construct ten (10) new classrooms on the
16 northeastern portion of the campus in order to house the projected enrollment growth of the Advanced Learning
17 Academy; and

18
19 WHEREAS, the District, acting as the Lead Agency as defined in Section 21067 of the Public Resources
20 Code, has undertaken the preparation of a Mitigated Negative Declaration and Initial Study, an environmental
21 assessment and study of the Project; and
22

23 WHEREAS, a Notice of Availability for the Mitigated Negative Declaration and Initial Study for the
24 Project was issued for a 20-day public review period beginning May 3, 2017, and ending May 23, 2017, submitted
25 to potentially affected state agencies and local agencies (responsible agencies), posted in the offices of the SAUSD
26 (1601 East Chestnut Avenue), posted on-site at 1325 E. Fourth Street, posted on the website of the SAUSD
27 (www.sausd.us), and advertised in the OC Reporter newspaper; and
28

29 WHEREAS, in compliance with the CEQA Guidelines, the SAUSD submitted copies of the Mitigated
30 Negative Declaration and Initial Study and a Notice of Completion (NOC) to the California State Clearinghouse
31 for distribution to potentially affected state agencies; and
32

33 WHEREAS, the District received, considered and responded to comments received from the public and
34 other interested agencies regarding the Mitigated Negative Declaration and Initial Study; and
35

36 WHEREAS, the Initial Study disclosed that there is no substantial evidence that the construction or
37 operation of the Project will have a significant effect on the environment because Mitigation Measures have been
38 incorporated into the Project; and
39

40 WHEREAS, the Board has carefully reviewed and considered the Initial Study, the Mitigated Negative
41 Declaration, and its supporting sources and comments received by affected governmental agencies and other
42 interested persons, and all other relevant information contained in the record for the Project; and
43

44 WHEREAS, the Board has determined that the Mitigated Negative Declaration and the Mitigation
45 Measures incorporated therein responding to such comments and Monitoring Program therefore is adequate,
46 complete and has been prepared in accordance with CEQA; and

47 WHEREAS, the Mitigated Negative Declaration has been prepared in compliance with CEQA and reflects
48 the Board's independent judgment and analysis; and
49

50
51 WHEREAS, the Mitigated Negative Declaration and all supporting material, which constitute a record of
52 these proceedings are kept at the offices of the Santa Ana Unified School District located at 1601 East Chestnut
53 Avenue, Santa Ana, California 92701-6322; and
54

55 WHEREAS, all other legal prerequisites to the adoption of the Resolution have occurred.
56

57 NOW, THEREFORE, the Board hereby finds, determines, declares, orders and resolves as follows:
58

59 Section 1- Recitals. That all of the recitals set forth above are true and correct, and the Board so finds
60 and determines.
61

62 Section 2- Compliance with CEQA. That the Board reviewed and considered the information
63 contained in the Mitigated Negative Declaration, Initial Study, comments from the public and interested agencies,
64 and the District's responses to such comments. The Board hereby makes the following specific findings with
65 respect to the Mitigated Negative Declaration:
66

67 (a) That the Mitigated Negative Declaration prepared for the Project contains a complete and
68 accurate reporting of the environmental impacts associated with the Project; and
69

70 (b) That the Mitigated Negative Declaration has been completed in compliance with CEQA
71 and the State CEQA Guidelines; and
72

73 (c) That the Project will not result in a significant effect upon the environment because the
74 mitigation measures described in the Mitigated Negative Declaration have been added to the Project; and
75

76 (d) That there is no substantial evidence in the record supporting a fair argument that the
77 Project may result in significant impacts to the environment; and
78

79 (e) That the Mitigated Negative Declaration reflects the independent judgment of the District;
80 and
81

82 Section 3- Location and Custodian of Records. The location and custodian of records with respect to all
83 of the relevant documents and any other materiel which constitutes the administrative record for the Mitigated
84 Negative Declaration are as follows: Assistant Superintendent of Facilities and Governmental Relations, 1601
85 East Chestnut Avenue, Santa Ana, California 92701.
86

87 Section 4- Public Notice. The Board finds that the public and interested government agencies have been
88 afforded ample notice and opportunity to comment on the Notice of Availability, Mitigated Negative Declaration,
89 and the Project.
90

91 Section 5- Adoption of Mitigated Negative Declaration and Mitigation Monitoring Plan. The Board
92 hereby adopts the Mitigated Negative Declaration, Mitigation Measures for the Project and the Mitigation
93 Monitoring Program, incorporated herein by reference.
94

95 Section 6- Notice of Determination. The Board hereby delegates authority to the Superintendent of the
96 District, or her designee, to cause a Notice of Determination and a Certificate of Fee Exemption to be filed with

97 the Orange County Clerk and the State of California within five (5) working days after the Board's adoption of
98 the Mitigated Negative Declaration.

99
100 Section 7- Project Approval. The Board hereby approves the construction and operation of the Project.
101
102
103
104

105 The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of June 13, 2017.
106
107

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

110 AYES:

111 NOES:

112 ABSENT
113

114 STATE OF CALIFORNIA)

115) ss:

116 COUNTY OF _____)
117
118
119

120 I, John Palacio, President of the Board of Education of the Santa Ana Unified School District of Orange County,
121 California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular
122 meeting thereof held on the 13th day of June 2017, and passed by a vote of _____ of said Board.
123
124

125 _____
126 John Palacio, President of the Governing Board for the
127 Santa Ana Unified School District, State of California
128
129
130
131

132 I, Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County,
133 California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular
134 meeting thereof held on the 13th day of June 2017, and passed by a vote of _____ of said Board.
135
136

137 _____
138 Cecilia Iglesias, Clerk of the Board of Education of the
139 Santa Ana Unified School District, State of California

AGENDA ITEM BACK UP SHEET
June 13, 2017

Board Meeting

TITLE: Approval of Agreement with Baker Nowicki Design Studio for Architectural Services for Relocation of Adult Transition Program to Century High School

ITEM: Action

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

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

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval of agreement with Baker Nowicki Design Studio (BNDS) for architectural services for Relocation of Adult Transition Program to Century High School.

On February 15, 2017, the District solicited a Request for Qualifications for architectural services. Of the 37 applicants, 5 firms, including BNDS, were selected and approved by the Board on May 9, 2017 to be placed on the District’s list of pre-approved architectural firms.

ITEM SUMMARY:

- Approve the agreement with Baker Nowicki Design Studio
- Contract Starts: June 14, 2017
- Contract Amount: Not to exceed \$22,100

RATIONALE:

The Adult Transition Program is currently housed in a building at SAHS but is being relocated to Century High School. A portable restroom building will be placed at Century High School for the Adult Transition Program for changing needs, which requires Division of the State Architect (DSA) approval. BNDS is on the District’s list of pre-approved architectural firms, Staff recommends award of contract to BNDS for design of the DSA plans based on their expertise with portable project.

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

FUNDING:

Ongoing and Major Maintenance Fund: Not to exceed \$22,100.00

RECOMMENDATION:

Approve the agreement with Baker Nowicki Design Studio for architectural services for the relocation of Adult Transition Program to Century High School.

OW:rb

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 14th day of June in the year 2017 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT”, and Baker Nowicki Design Studio, 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 Adult Transition Relocation to Century High School 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 August 31, 2017.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on 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, upon District approval, provide additional services in accordance with Article III when 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 coordinate its services as necessary with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT's services shall include estimates of construction costs as further described in Articles V and VI.

12. Reserved.

13. Reserved

14. The ARCHITECT shall provide services required for interior material, finish and color selections including signage. All other interior design services are addressed under Article III as an additional service.

15. Reserved.

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 the project's 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 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 conduct a visual review of existing conditions or facilities, for general conformance with existing drawings and will endeavor to prepare drawings for the Project that accurately reflect 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 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.

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 five (5) 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. Reserved.

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.

28. **Project Close-Out**

a. The ARCHITECT shall assure delivery of all documents required of the architect of record by the Division of the State Architect before issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

1. Reserved.

2. Reserved.

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.

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. Reserved.

4. Reserved.
5. Reserved.
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. Reserved.
10. Reserved.
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 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, 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. 

By: Jon Alan Baker, FAIA, LEED AP
CA License #C14513

DISTRICT:
Santa Ana Unified School District
By: _____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

Construction Documents:	\$ 9,800.00
DSA Approval	\$ 1,960.00
Bidding	\$ 1,960.00
Construction Administration	\$ 5,880.00
Reimburseables	\$ 2,500.00
TOTAL	\$ 22,100.00

ATTACHMENT "B"

SCOPE OF WORK

Addition of a portable toilet/changing building for use by the adult transition program students on the Century High School campus. Our understanding of the project scope and professional services needed to complete this work is outlined below.

SCOPE OF WORK

1. The unit will be placed in the paved parking/service area adjacent to the existing classrooms in building 300. It is assumed, for the purposes of the proposal, that sufficient utilities (Sewer, Water, Power, Signal, Data) are available to accommodate the added building.
2. Portable building will be a 12'x40' PC approved structure purchased by the District and placed on raised foundations with factory ramps in accordance with the approved plans.
3. The building is expected to be placed on existing ac paving and that no changes are anticipated to site for surface drainage around building.
4. Irrigation and landscaping improvements will not be needed.
5. ADA the Path-Of-Travel exists through the existing interior corridors to student toilet rooms. ARCHITECT to field-verify the condition of the POT and make recommended corrections if necessary. It is anticipated that minimal improvements to the POT and existing student toilets are necessary for compliance.
6. Improvements to existing student toilets will only be implemented if new changing/toilet rooms are not considered by DSA to be adequate to meet their requirements as accessible student facilities.
7. The unit will include two single occupancy unisex toilet rooms for staff, and two changing/toilet rooms for special education students.
8. ADA compliant parking will be confirmed or provided if necessary.

SCOPE OF SERVICES

1. Site improvements for building installation, ADA compliance and DSA approval.
 - a. Site field assessment of current site conditions
 - b. Review of as-built documents
 - c. Processing of improvements through DSA for applicable items
2. Coordination of portable building with site design
 - a. Review of approved PC plans for preferred building.
 - b. Coordination of utility services.
3. Construction / Bid Documents and DSA approval
 - a. Final documents for DSA approval of site improvements and PC approved portable building installation
 - b. Bid documents for public bidding of site improvements, and PC building installation if required.
 - c. Processing of final documents for DSA approval.
4. Bidding and Construction Administration
 - a. Assist District with bidding of the site work.
 - b. Conduct pre-construction conference
 - c. Provide construction administration services
 - d. Attend job-site meetings as required
 - e. Prepare document clarifications, change requests, change orders, etc.

- f. Review contractor payment applications
- g. Prepare preliminary punch-list and project close-out

EXCLUSIONS/OWNER PROVIDED ITEMS

1. Reproduction of documents for Agency approval, bidding and construction can be paid by the District or provided as a reimbursable expense by ARCHITECT to the District.
2. District will provide existing campus as-built documents, site survey, and soils report.
3. District will provide PC drawings for selected portable building.
4. Utilities, infrastructure, and public improvements serving this site are assumed to be adequate to accommodate this project and that no off-site work or campus-wide infrastructure up-grades will be required.
5. All agency fees will be paid directly by the District.

**AGENDA ITEM BACKUP SHEET
June 13, 2017**

Board Meeting

TITLE: Authorization to Award a Contract for Bid Package No. 3 – New Playground Equipment and Resurfacing at Heroes Elementary 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. 3 – New Playground Equipment and Resurfacing at Heroes Elementary School.

RATIONALE:

Legal advertisement of notice calling for bids was placed in the *Orange County Reporter* on March 24, and March 31, 2017. On May 9, 2017, staff received and opened five (5) bids. R.E. Schultz Construction, Inc. represents the lowest responsive, responsible bidder. R.E. Schultz Construction, Inc. has contracted with the District for services previously.

ITEM SUMMARY:

- Bid Amount: \$75,480.00
- Bid is Below Original Project Estimate of \$82,320.00
- Contract Start: July 10, 2017
- Contract End: August 4, 2017
- Contractor selection is in compliance with Board Policy 3311(a) - Bids and Public Contract Code Sections 22030-22045.

Contractor:	Bid Amount:
R.E. Schultz Construction, Inc.	\$75,480.00
Astra Builders, Inc.	\$82,350.00
Micon Construction, Inc.	\$82,914.00
Dalke & Sons Construction, Inc.	\$178,680.00
Minako American Corporation dba Minco Construction	\$274,130.00

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:

One-Time Funds – Playground Funds:	\$55,540.14
Ongoing and Major Maintenance:	<u>\$19,939.86</u>
Total:	\$75,480.00

RECOMMENDATION:

Authorize staff to award a contract to R.E. Schultz Construction, Inc. for Bid Package No. 3 – New Playground Equipment and Resurfacing at Heroes Elementary School.



SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

Project: NEW PLAYGROUND EQUIPMENT AND RESURFACING

Bid Package: #3

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT, dated the 14th day of June, 2017, is entered into by and between SANTA ANA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "District"), and R.E. Schultz 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 **New Playground Equipment and Resurfacing, Bid Package No. 3**. 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 of **seventy-five thousand four hundred eighty dollars and zero cents (\$75,480.00)**.

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 **August 4, 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 an 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 its 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”

R.E. Schultz Construction, Inc.

“District”

Santa Ana Unified School District, a political subdivision of the State of California

By: RE Schultz

Name: Richard Schultz

Title: President

Date: 05.19.2017

By: _____

Name: Orin L. Williams

Title: Assistant Superintendent
Facilities and Governmental Relations

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: _____

**AGENDA ITEM BACKUP SHEET
June 13, 2017**

Board Meeting

TITLE: Authorization to Award a Bid for General Maintenance and Repairs to JL Cobb Painting & Construction

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: John Wysocki, Director, Building Services

BACKGROUND INFORMATION:

The District issued a bid for general maintenance and repairs Districtwide. These services will ensure that projects and repairs are completed in a timely manner and will help prevent interruptions to the educational process Districtwide.

ITEM SUMMARY:

- Award Bid No. 22-17
- Provides for general maintenance and repairs Districtwide.
- Bid award for June 14, 2017 through June 30, 2018, with four possible 1 year

RATIONALE:

The purpose of this agenda item is to seek Board approval to award a bid to JL Cobb Painting & Construction pursuant to Bid No. 22-17, for General Maintenance and Repairs Districtwide. This is a unit cost bid, where the bids are unit prices for materials and labor that can be used on various projects. Award of the bid is based on hypothetical cost scenarios of four standard projects, used to evaluate the unit pricing:

- Scenario 1 – Building a 100 linear feet of cinder block wall, 6 feet high
- Scenario 2 – Build a 10-foot by 10-foot office addition to an existing building
- Scenario 3 – Dig a 100-foot long trench through asphalt parking lot, 24 inches wide by 24 inches deep
- Scenario 4 – Remove and replace 100 square feet of ceramic tile

The bid was advertised, as legally required, in the *Orange County Register*, on the District’s website, on eight bid portals as well as direct outreach to local vendors. Nine firms received bid packages and one submitted a bid. Staff recommends award to the lowest responsive, responsible bidder determined through four applied scenarios listed below. Vendor selection is in compliance with Board Policy.

Scenarios	JL Cobb Painting & Construction
Scenario 1	\$15,645.60
Scenario 2	\$7,524.72
Scenario 3	\$24,334.48
Scenario 4	\$8,113.08

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

FUNDING:

Deferred Maintenance/Routine Restricted Maintenance Account: \$500,000

RECOMMENDATION:

Authorize staff to award a bid to JL Cobb Painting & Construction pursuant to Bid No. 22-17 for general maintenance and repairs Districtwide.

TD:jw:mm

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of New Job Description: Assessment and Data Specialist**

ITEM: **Action**

SUBMITTED BY: **Mark McKinney, Associate Superintendent, Human Resources**

PREPARED BY: **Mark McKinney, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Assessment and Data Specialist. This position will report to the site principal. The Assessment and Data Specialist will monitor, maintain, prepare a variety of technical and specialized records and reports, design and manage related databases including Federal, State, and Local mandated tests.

RATIONALE:

The Assessment and Data Specialist will oversee and participate in receipt and distribution of a variety of Federal/State/Local mandated and other assessment tests to be administered at school sites. This position will provide technical and specialized information and assistance regarding assessment testing to assigned school site administrator and staff, and train and support staff in Federal/State/SAUSD assessments. The District and Classified School Employees Association, Chapter 41 have met its obligation to meet and confer on this bargaining job description. The Board's approval of this job description becomes final as of the District's completion of any negotiations processes required by law.

The new job description is attached.

FUNDING:

General Funds: Classified Salary Schedule: Grade 28, \$3,639 - \$4,650 (monthly)

RECOMMENDATION:

Approve the new job description: Assessment and Data Specialist.



SANTA ANA UNIFIED SCHOOL DISTRICT

ASSESSMENT AND DATA SPECIALIST

JOB SUMMARY:

Under general supervision of site Principal, maintain and prepares a variety of technical, and specialized records and reports; designs and manages related databases; oversees and participates in receipt and distribution of a variety of Federal/State/Local mandated and other assessment tests to be administered at school sites; provides technical and specialized information and assistance regarding assessment testing to assigned school site administrator and staff; train and support staff in Federal/State/SAUSD assessments.

REPRESENTATIVE DUTIES:

The duties listed below are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the positions if the work is similar, related or a logical assignment to this class.

- Performs with a significant degree of independent accountability difficult technical and administrative work in data/information. **E**
- Preparation and maintenance of comprehensive records/reports for site administrator and staff. **E**
- Researches, compiles, disaggregates, manipulates, organizes and interprets a variety of routine to complex statistical and/or technical data and information. **E**
- Produces, updates, maintains and distributes a variety of comprehensive and specialized reports. **E**
- Follows established procedures to maintain confidentiality and security or pertinent data and information, including test results, confidential student records and other information. **E**
- Develops, maintains, monitors, utilizes and updates specialized databases to maintain assessment testing records, including Federal, State, and Local mandated tests and Physical fitness testing data and information. **E**
- Reviews and audits student and demographic information. **E**

ASSESSMENT AND DATA SPECIALIST (continued)

REPRESENTATIVE DUTIES: (continued)

- Identifies and corrects or ensures correction of issues/errors/omissions, discrepancies in compliance with established State and Federal requirements/accountability systems. **E**
- According to established State and SAUSD requirements, oversees, supervises and participates in the receipt and distribution of testing materials. **E**
- Oversees, monitors and accepts delivery of testing materials and distribution of testing materials from publishing sources. **E**
- Coordinates and participates in inspection, shelving and/or processing of newly received testing materials. **E**
- Identifies receiving errors/issues and notifies/follows-up with publishing contacts to ensure issues are appropriately rectified. **E**
- Enforces and follows established procedures to protect confidentiality and security of testing materials. **E**
- Counts, sorts, organizes, packs and prepares assigned testing materials for distribution to school sites. **E**
- Serves as an advisor to administration with results-oriented information and provides expertise to staff and others. **E**
- Responds to requests for routine to non-routine information and complaints. **E**
- Trains school site staff regarding assessment programs, test administration protocol, and record keeping. **E**
- Trains parents to help enhance their understanding state and local assessments. **E**
- Researches and recommends action to resolve issues, as appropriate. **E**
- Confers with and provides technical assistance to school site staff, participates in assessment/testing workshops, meetings and conferences, as assigned. **E**
- Prepare communications; make appointments, maintain files and speak on supervisor's behalf. Compose correspondence and type rough drafts or notes. **E**

ASSESSMENT AND DATA SPECIALIST (continued)

REPRESENTATIVE DUTIES: (continued)

- Make arrangements for staff meetings, administrative meetings, schedules and maintains the assessment calendar for the school site administrator. **E**
- Participate in meetings; staff, parents and/or community and conferences as required to share assessment information. **E**
- Perform related duties as required.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles, practices, rules, requirements, guidelines, terminology and procedures applicable to testing/assessment coordination and administration.
- Policies and procedures related to areas of a responsibility
- Assessment and test administration tools, equipment, forms and reports.
- Principles, practices and methods used to prepare and present clear and comprehensive reports of assessment/testing data.
- Advanced uses of database and other software to create and maintain documents and materials requiring the interpretation and manipulation of data.
- Correct English usage, including spelling, grammar and punctuation.
- Administrative practices and procedures, including record keeping and filing practices and procedures.

Ability to:

- Interpret, apply, explain and reach sound decisions within the scope of authority in accordance with testing/assessment regulations, policies and procedures.
- Ability to type at least 55 words per minute.
- Ability to multitask and scheduling meetings through various types of media and interfaces.
- Prepare, maintain and submit clear concise reports.
- Organize, set priorities, take initiative and exercise sound independent judgement within the areas of responsibility.
- Operate office equipment, including computers and software applications.
- Design and maintains specialized databases to support assessments record maintenance.
- Bilingual desired.
- Communicate clearly and effectively, orally and in writing.
- Deal with sensitive and difficult situations.

ASSESSMENT AND DATA SPECIALIST (continued)

KNOWLEDGE AND ABILITIES: (continued)

Ability to: (continued)

- Establish and maintain effective working relationships with administrators and staff, school site administrators, teachers and staff, external district representatives and others encountered in the course of work.
- Must demonstrate attendance sufficient to complete the duties of the position as required.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and some additional course work in secretarial or clerical subjects and four years increasingly responsible clerical, secretarial or administrative experience, including at least two years of experience in the field of secretarial and/or research.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

- School and office environment.
- Driving a vehicle to conduct work.
- Maintain flexible work hours, including evenings and weekends

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information in person or on the telephone.
- Seeing to read a variety of materials and drive a vehicle.
- Dexterity of hands and fingers to operate a computer keyboard.
- Bending at the waist, kneeling or crouching.
- Sitting, standing, or walking for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

Board Approved:

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of New Job Description: Coordinator of Human Resources**

ITEM: **Action**

SUBMITTED BY: **Mark McKinney, Associate Superintendent, Human Resources**

PREPARED BY: **Mark McKinney, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Coordinator of Human Resources. This position will report to the Associate Superintendent of Human Resources and/or designee. The Coordinator of Human Resources will provide overall management and supervision assistance to Human Resources to serve as a liaison between the Human Resources operations staff and Human Resources leadership; provide management level support and highly responsible assistance to the Human Resources Leadership Team to ensure that the human resources and administrative operational needs are met in accordance with SAUSD District and Board policies and procedures.

RATIONALE:

The Coordinator of Human Resources will provide overall management and supervision assistance to Human Resources. The position will manage the daily operational needs of the Division, while seeking ways to enhance overall efficiency.

The new job description is attached.

FUNDING:

General Funded: Certificate Manager Salary Schedule: Level 42, \$9,563 - \$10,853 (monthly)

RECOMMENDATION:

Approve the new job description: Coordinator of Human Resources.



SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF HUMAN RESOURCES

JOB SUMMARY:

Under the direction of the Associate Superintendent of Human Resources and/or designee; will provide overall management and supervision assistance to Human Resources to serve as a liaison between the Human Resources operations staff and Human Resources leadership; provide management level support and highly responsible assistance to Human Resources Leadership Team to ensure that the human resources and administrative operational needs are met in accordance with SAUSD District and Board policies and procedures. Receives direction from higher-level management staff and may exercise direct supervision over clerical staff.

REPRESENTATIVE DUTIES:

The duties listed below are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the positions if the work is similar, related or a logical assignment to this class.

- Serve as a liaison for the Human Resources Leadership Team and Human Resources operations staff. **E**
- Support Human Resources regarding personnel matters including recruitment, screening, transfers, employee relations, new positions, and position control. **E**
- Analyze, evaluate, and make recommendations on proposed classifications and work with Human Resources to develop class specifications. **E**
- Prepare, evaluate and update a variety of reports regarding staffing ratios, alternative staffing methods, operational effectiveness, and personnel activities. **E**
- Act as a resource to District management and staff regarding personnel policies and procedures, as well as collective bargaining. **E**
- Provide staff assistance to the Human Resources Leadership Team on special projects related to procedures, activities, and operations as related to personnel matters and human resource administration. **E**
- Confer with Human Resources Leadership Team to determine needs and develop recommendations for changes in processes. **E**

COORDINATOR OF HUMAN RESOURCES (continued)

REPRESENTATIVE DUTIES: (continued)

- Research and make recommendations related to staffing, classifications, and policies to meet program needs. **E**
- Consult with management staff in developing program's operational goals. **E**
- Participate in developing policies related to Human Resources and coordinating their implementation. **E**
- Perform related duties similar to the above in scope and impact as required.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of human resources.
- Principles and methods of research.
- Federal, state, and local laws, codes, and regulations affecting assigned work area.
- Basic report preparation
- Collective Bargaining, Labor Code, Educational Code, and District policies and procedures.

Ability to:

- Interpret, apply, explain and reach sound decisions within the scope of authority in accordance with Collective Bargaining, Labor Code, Educational Code, and District policies and procedures.
- Prepare, maintain and submit clear concise reports.
- Organize, set priorities, take initiative and exercise sound independent judgement within the areas of responsibility.
- Operate office equipment, including computers and software applications.
- Communicate clearly and effectively, orally and in writing.
- Deal with sensitive and difficult situations.
- Make public presentations
- Establish and maintain effective working relationships with administrators and staff, school site administrators, teachers and staff, external district representatives and others encountered in the course of work.
- Must demonstrate attendance sufficient to complete the duties of the position as required.

COORDINATOR OF HUMAN RESOURCES (continued)

EDUCATION AND EXPERIENCE:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four years of responsible human resources leadership or related experience.

At least three years teaching experience or related experience.

Training:

Equivalent to Bachelor's degree from an accredited college or university with major course work in human resources, business, public administration, or a related field. Master's degree preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

Administrative Services Credential preferred.

WORKING CONDITIONS:

Work Atmosphere Requirements:

- Workplace atmosphere is moderately-paced with moderate to high pressure.
- Physical ability to meet the following requirements:
 - Perform the essential functions of the job and operate all required equipment.
 - Communicate and exchange information successfully in person, via e-mail, and by telephone.
 - Travel throughout the District and County to a variety of sites within a reasonable time frame.

Mental and Emotional Requirements:

- Memorize to recall facts, figures, codes, instructions, and information, and to complete tasks in a timely manner.
- Concentrate under pressure to perform tasks and meet deadlines.
- Interact successfully with all those encountered through the course of work.

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

Board Approved:

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of New Job Description: Coordinator of International Baccalaureate**

ITEM: **Action**

SUBMITTED BY: **Mark McKinney, Associate Superintendent, Human Resources**

PREPARED BY: **Mark McKinney, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Coordinator of International Baccalaureate. This position will report to the site principal. The Coordinator of International Baccalaureate will provide administrative leadership in the development and implementation of the Diploma Program.

RATIONALE:

The Coordinator of International Baccalaureate will provide administrative oversight and facilitate the implementation, testing, curriculum and all other requirements as prescribed for the International Baccalaureate program.

The new job description is attached.

FUNDING:

General Funds: Certificate Manager Salary Schedule: Level 42, \$9,563 - \$10,853 (monthly)

RECOMMENDATION:

Approve the new job description: Coordinator of International Baccalaureate.



SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF INTERNATIONAL BACCALAUREATE

JOB SUMMARY:

Under direction of the site principal, the Coordinator of the International Baccalaureate Program will provide administrative leadership in the development and implementation of Diploma Program (DP). The Coordinator of International Baccalaureate manages the roles of the general program administration and communication.

REPRESENTATIVE DUTIES:

The duties listed below are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the positions if the work is similar, related or a logical assignment to this class.

- Attend International Baccalaureate Diploma Program Coordinator and subject trainings. **E**
- Oversee the student selection process. **E**
- Ensure that candidates meet program and examination requirements and fulfill International Baccalaureate Organization regulations. **E**
- Ensure that all International Baccalaureate staff have access to relevant publications and updated resource materials and are fully informed of current program content and subject requirements. **E**
- Interview and hire International Baccalaureate staff as needed to stay International Baccalaureate Organization compliant. **E**
- Ensure that all International Baccalaureate regulations set forth in the Learner Profile booklet, Standards and Practices, Principles into Practice, Handbook of Procedures, and Basis for Practice, as well as subject guides are followed. **E**
- Coordinate administration of the final examinations, review data, analyze results, and ensure that all conditions for conducting examinations are met. **E**
- Oversee, observe, and evaluate International Baccalaureate teachers. **E**
- Organize regular staff meetings for review of student progress and discussion of appropriate strategies to ensure best performance. **E**

COORDINATOR OF INTERNATIONAL BACCALAUREATE (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Work with the International Baccalaureate staff to establish an internal calendar of deadlines in order to spread the student and staff workload over the two years and to guarantee completion of all International Baccalaureate requirements. **E**
- Lead professional development for Diploma Program teachers through meetings, workshops, and coaching. **E**
- Ensure that all International Baccalaureate staff are informed of and adhere to International Baccalaureate Organization regulations. **E**
- Ensure that accurate student records are maintained. **E**
- Coordinate with the Counselor/Careers Advisor to provide information and guidance about further studies, careers and scholarship opportunities, making sure that students obtain the appropriate references and that transcripts are forwarded to universities. **E**
- Enforce Diploma Program policies for Assessment, Academic Honesty, Language, and Special Educational Needs.
- Counsel Diploma Program students on course selection, college admissions and career planning. **E**
- Maintain regular communication with all Diploma Program stakeholders (students, teachers, parents, SHS administrators, etc.). **E**
- Serve as Diploma Program advocate for all stakeholders (students, parents, teachers, administrators). **E**
- Contribute to the marketing of the program within and outside the school. **E**
- Keep copies of all correspondence with International Baccalaureate Organization including forms, documents, and reports. **E**
- Facilitate self-study in preparation for evaluation site visit. **E**
- Gather and utilize International Baccalaureate data. **E**
- Oversee school International Baccalaureate budget for student fees, training, technology and supplies. **E**
- Contribute to the marketing of the program within and outside the school. **E**

COORDINATOR OF INTERNATIONAL BACCALAUREATE (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Keep copies of all correspondence with International Baccalaureate Organization including forms, documents, and reports. **E**
- Facilitate self-study in preparation for evaluation site visit. **E**
- Oversee school International Baccalaureate budget for student fees, training, technology and supplies. **E**
- Perform related duties as required.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of International Baccalaureate Program.
- Federal, state, and local laws, codes, and regulations regarding International Baccalaureate Program.
- Educational Codes and District policies and procedures.

Ability to:

- Interpret, apply, explain and reach sound decisions within the scope of authority in accordance with Educational Codes, and District policies and procedures.
- Prepare, maintain, and submit clear concise reports.
- Communicate clearly and effectively, orally and in writing.
- Make public presentations.
- Establish and maintain effective and leadership relationships with all stakeholders.

EDUCATION AND EXPERIENCE:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying.

Experience:

- Bachelor's degree.
- Master's degree preferred.
- Three years of responsible program leadership or administrative related experience.
- At least two years teaching experience or related experience.
- Direct experience leading or teaching in an IB Program preferred.

LICENSES AND OTHER REQUIREMENTS:

- Valid California Teaching Credential.
- Valid International Baccalaureate Coordinator Certification and training.
- Valid Administrative Credential.
- Valid California Driver's License.

COORDINATOR OF INTERNATIONAL BACCALAUREATE (CONTINUED)

WORKING CONDITIONS:

ENVIRONMENT:

- School and office environment.
- Driving a vehicle to conduct work.
- Maintain flexible work hours, including evenings and weekends.

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information in person or on the telephone.
- Seeing to read a variety of materials and drive a vehicle.
- Dexterity of hands and fingers to operate a computer keyboard.
- Bending at the waist, kneeling or crouching.
- Sitting, standing, or walking for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

Board Approved:

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: **Approval of New Job Description: Coordinator of School Climate**

ITEM: **Action**

SUBMITTED BY: **Mark McKinney, Associate Superintendent, Human Resources**

PREPARED BY: **Mark McKinney, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Coordinator of School Climate. This position will report to the Director of School Climate. The Coordinator of School Climate will provide oversight over the i3- Investing in Innovation Grant awarded by the US Department of Education. This is a three year grant funded position. SAUSD was awarded 3 million dollars to support the expansion of Positive Behavioral Interventions and Supports and restorative practices coaching at 27 school identified school sites in this randomized study.

RATIONALE:

The Coordinator of School Climate will execute the i3 grant awarded by the US Department of Education. They will plan, support and provide trainings to community liaisons, RP Specialists, counselors, school psychologists, teachers, administrators, PBIS Leadership teams and parents on PBIS and RP tools. Support the coordination and integration of school climate and comprehensive learning support systems with district and school level improvement efforts. In collaboration with other district divisions and in consultation with site personnel, provide leadership to enhance family, school community partnerships through positive school climate initiatives, committees at both site and district level.

The new job description is attached.

FUNDING:

Grant Funded: Certificate Manager Salary Schedule: \$9,563 - \$10,853 (monthly)

US Department of Education allocated 3 million in grant dollars to support SAUSD's *Positive School Climate Model*.

RECOMMENDATION:

Approve the new job description: Coordinator of School Climate.



SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF SCHOOL CLIMATE

JOB SUMMARY:

Under the direction of the Director of School Climate, provide leadership and coordination to develop and implement a District vision for promoting positive school climate, restorative practices and the social and emotional health of all students. Plan, develop, implement and direct programs and services designed to promote success for all students including: student attendance, violence prevention and intervention, school safety, alternative discipline, parent involvement and education, positive school climate, Positive Behavioral Interventions and Supports, and behavioral interventions.

REPRESENTATIVE DUTIES:

- Participate in Data Dialogues with School Positive Behaviors Interventions and Support (PBIS) Leadership Committees. **E**
- Plan, support and provide trainings to community liaisons, Restorative Practice (RP) Specialists, counselors, school psychologists, teachers, administrators, PBIS Leadership teams and parents on PBIS and Restorative Practice tools. **E**
- Support the coordination and integration of school climate and comprehensive learning support systems with district and school level improvement efforts. **E**
- Promote the integration of social, emotional, and civic learning into existing curriculum as well as civic engagement through service-learning and other practices. **E**
- Oversee school climate assessment using valid and reliable tools that directly contribute to strategies and resources that are integrated into school improvement plans. **E**
- Ensure fiscal compliance and data integrity. **E**
- In collaboration with other district divisions and in consultation with site personnel, provide leadership to enhance family, school community partnerships through positive school climate initiatives, committees at both site and district level. **E**
- Participate in School Climate Committee. **E**
- Coordinate, recruit, and implement School Climate Parent Institute. **E**
- Promote professional development opportunities that educate and facilitate school climate reform and the delivery of effective learning supports. **E**

COORDINATOR OF SCHOOL CLIMATE (continued)

REPRESENTATIVE DUTIES: (continued)

- Seek and support allocation of resources to support school climate expansion at school sites such as funding, in kind supports, and partnerships. **E**
- Provide ongoing forums (e.g. principal meetings, student/staff) for discussion with district and school staff to review progress, challenges and solutions and improvements. **E**
- Provide support to ensure effective implementation and sustainability of school climate improvement on school sites and district. **E**
- Represent Director of School Climate at the District, County and State at gatherings related to Social Emotional Learning, Restorative Practices and Positive Behavioral Interventions and Supports. **E**
- Supervise planning, development, and implementation of innovative programs to assess the amount, duration and effect of district and site level student discipline, prevention, and intervention programs and provide feedback, support, assistance and training/staff development to sites of specific discipline program outcomes and best practices. **E**
- Support Pupil Placement Committee processes in collaboration with district and site level administrations. **E**
- Oversee the planning, development and implementation of alternatives to suspension and expulsion in district elementary, intermediate and high schools; work with the county and community agency programs to facilitated increased alternative and options for student who violate the district's Code of Behavior and laws as it relates to minors. **E**
- Assist school sites in the development of violence prevention, and education curriculum and programs and the elementary and secondary levels. **E**
- Ensure programs to foster safe schools and school safety, positive school culture and climates, conflict resolution, and prevention of student involvement in antisocial behaviors such as substance abuse, simultaneously serve to increase self-esteem, self-work, growth mindset, and self-management. **E**
- Provide leadership to the development and implementation of interagency communication, coordination and collaboration of services for students. **E**
- Maintain a professional code of ethics and a collaborative work ethic; represent the district in a variety of settings and meetings in the community; advocate for students and families. **E**
- Perform related duties as assigned.

COORDINATOR OF SCHOOL CLIMATE (continued)

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Evidence Based assessments related to school climate.
- Quantitative and qualitative evaluation of programs.
- Strategies for development and implementation of district-wide programs.
- Knowledge and understanding of social emotional learning to enhance academic performance.
- Positive alternatives to suspension to promote student engagement through a varied use of strategies and interventions.
- Restorative practices and other interventions to promote positive school climate.
- Knowledge of programs to promote student attendance and engagement.
- Assist with coordination and training of Positive Behavioral Interventions and Supports.

Ability to:

- Communicate effectively with school sites stakeholders including but not limited to students, parents, staff, Board, Cabinet, administrative staff and community partners.
- Oversee multiple programs, services and trainings.
- Work independently with minimal direction, confidentiality and discretion.
- Promote teamwork and collaboration with the following stakeholders including but not limited to students, parents, staff and community partners.
- Develop goals and objectives and position resources to meet established goals and deadlines on time.
- Work effectively in an urban-school environment.
- Work independently and initiate action as needed.
- Function within appropriate line-staff relationships.
- Work effectively with administrators, staff, parents, community, and in multicultural and bilingual environments.
- Effectively interpret and analyze data and/or assessments.

EDUCATION AND EXPERIENCE:

- Bachelor's degree.
- Master's degree preferred.
- Experience in a leadership position in education.
- At least two years teaching or related experience.
- Experience with School Climate, Positive Behaviors Interventions and Support (PBIS), and Social Emotional Learning (SEL) preferred.

COORDINATOR OF SCHOOL CLIMATE (continued)

LICENSES AND OTHER REQUIREMENTS:

- Valid California Teaching Credential preferred.
- Valid Pupil Personnel Services Credential preferred.
- Administrative Credential.
- Valid California driver's license.
- Bilingual and Biliterate (English/Spanish) preferred.

WORKING CONDITIONS:

Environment:

- Office environment.
- Numerous interruptions.
- Driving vehicle to conduct work.

Physical Abilities:

- Hearing and speaking accurately to exchange information and make presentations
- Seeing to read a variety of materials and drive a vehicle.
- Sitting or standing for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

Board Approved:

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Approval of New Job Description: Director of Classified Professional Development

ITEM: Consent

SUBMITTED BY: Mark McKinney, Associate Superintendent, Human Resources

PREPARED BY: Mark McKinney, Associate Superintendent, Human Resources

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Director of Classified Professional Development. This position will report to the Associate Superintendent of Human Resources. The Director of Classified Professional Development will supervise staff development for classified employees, monitor implementation, assist with staff in-service.

RATIONALE:

The District continues to invest time and resources in providing staff development opportunities for its employees. This position will further enhance and support the professional development of the District's classified personnel. Ongoing professional development will not only enhance the current skills of classified employees, but also provide opportunities for possible advancement in the organization

The new job description is attached.

FUNDING:

General Fund: Certificated Management Month Salary – Level 52: \$10,869 - \$12,169

RECOMMENDATION:

Approve the new job description: Director of Classified Professional Development.



SANTA ANA UNIFIED SCHOOL DISTRICT

DIRECTOR OF CLASSIFIED PROFESSIONAL DEVELOPMENT

JOB SUMMARY:

Under the general direction of a Deputy Superintendent and/or designee, assist in the planning, organizing, and directing of the District's comprehensive professional development for all classified employees.

REPRESENTATIVE DUTIES:

- Provide an organized program of both, short-term and long-term Districtwide staff development activities. **E**
- Plan and coordinate Districtwide staff development. **E**
- Assist in the development, implementation, and evaluation of staff development efforts for classified employees. **E**
- Develop and coordinate a web based catalogue and calendar of Professional Learning Opportunities for staff. **E**
- Design and deliver district-wide staff development programs, including developing program objectives, learning outcomes, curriculum, and materials. **E**
- Conduct needs analyses by developing and administering surveys and questionnaires, conducting interviews, and coordinating and leading focus groups. **E**
- Evaluate the effectiveness of staff development programs with regard to individual and organizational performance by observing programs, developing, administering, and analyzing assessments, surveys, and questionnaires, conducting focus groups, measuring achievement of learning outcomes, and utilizing other relevant methodologies. **E**
- Coordinate training courses and programs including scheduling classes, equipment, and instructors; coordinate the selection and contracting of external training programs and consultants. **E**
- Create and maintain a variety of records and reports, including project and activity reports, surveys, evaluation documentation, and tracking systems. **E**
- Assist with the development and monitoring of the staff development budget. **E**
- Attend meetings and seminars to obtain information for use in staff development programs. **E**

DIRECTOR OF CLASSIFIED PROFESSIONAL DEVELOPMENT (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Provide clear, accessible resources for classified employees to develop a growth plan specific to their professional goals and in collaboration with their supervisor. **E**
- Provide classified employees with tangible, highly accessible tools they can utilize at their convenience to progress in their growth plan and achieve their goals. **E**
- Promote collaboration and knowledge-sharing among classified employees across the District. **E**
- Provide all classified employees with resources and support they need to be successful in their jobs. **E**
- Encourage classified employees to establish goals, make conscious choices, and take action. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles of adult learning theory.
- Principles and best practices of instructional design.
- Methods and techniques for conducting needs assessments.
- Methods and techniques associated with evaluating the effectiveness of staff development programs.
- District organization, policies, procedures, and objectives.
- Available resources related to areas of assignment.
- Principles of English grammar, spelling, and composition.
- Office procedures, methods, and equipment.
- Office productivity computer applications including word processing, spreadsheet, email, presentation, and database applications.
- Principles of report preparation.
- Principles and procedures of record keeping.

DIRECTOR OF CLASSIFIED PROFESSIONAL DEVELOPMENT (CONTINUED)

KNOWLEDGE AND ABILITIES: (continued)

Ability to:

- Design and deliver staff development programs using a variety of instructional techniques and formats such as e-learning, role playing, simulations, team exercises, group discussions, videos, and lectures.
- Remain current on training and organizational development trends.
- Provide information, assistance, and training to employees, supervisors, and administrators.
- Express complex technical concepts clearly and concisely, both orally and in writing.
- Operate office equipment, including computers and associated software including word processing, spreadsheet, email, presentation, and database applications.
- Learn and apply new information and skills.
- Research, collect, compile, and analyze information.
- Analyze situations accurately and adopt an effective course of action.
- Work independently with little direction.
- Understand and carry out oral and written directions.
- Plan and organize work to meet changing priorities and deadlines.
- Exercise initiative and independence of judgment and action.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those encountered in the course of work.
- Type, keyboard, and/or enter data at a speed necessary for successful job performance.
- Prepare reports, tables, and spreadsheets by gathering and organizing information and data from a variety of sources

EDUCATION AND EXPERIENCE:

- Master's Degree from an accredited college or university
- Three years site principal experience
- Desirable: Experience in coordinating professional development

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:

- Valid California Administrative Credential
- Valid California driver's license
- Bilingual Spanish/English is desirable

DIRECTOR OF CLASSIFIED PROFESSIONAL DEVELOPMENT (CONTINUED)

WORKING CONDITIONS:

ENVIRONMENT:

- Typical office environment.

PHYSICAL ABILITIES:

- Sufficient vision to read volumes of printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Sufficient physical mobility to move about the District and drive a car.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and in addressing groups.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

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

Board Approved:

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Board Policy (BP) 3550 – Food Service/Child Nutrition Program
 (Revised: For Adoption)

ITEM: Action

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

PREPARED BY: Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in February 2005.

ITEM SUMMARY:

- Board Policy 3550 – Food Service/Child Nutrition Program revised for adoption.

RATIONALE:

The purpose of this agenda item is to present for adoption a revised Board Policy (BP) 3550 – Food Service/Child Nutrition Program. The first reading took place at the May 23, 2017, Board meeting and is now being presented to the Board for adoption.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt the revised Board Policy 3550 – Food Service/Child Nutrition Program.



Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: Food Service/Child Nutrition Program
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE: 6/13/2017
REVIEWED: 5/23/2017

SCOPE:

The Governing Board recognizes that adequate, nourishing food is essential to student health, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to the District's food service programs and to maximize their participation in available programs.

POLICY:

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease.
2. Meet or exceed nutritional standards specified in law and administrative regulation.
3. Be prepared in ways which will appeal to students, retain nutritive quality and foster lifelong healthful eating habits.
4. Be served in age-appropriate portions
5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices and in accordance with federal and state requirements.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. To the extent possible, school, recess, bell schedules, and transportation schedules shall be designed to encourage participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation and allocate funds to maintain and modernize the facilities.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the administrative review conducted by the California



Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: Food Service/Child Nutrition Program
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services
EFFECTIVE: .
REVIEWED: 5/23/2017

Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas required by CDE.

DESIRED OUTCOME:

Students will participate in the District's food service programs. The Superintendent or designee will support strategies that promote participation in school meal programs.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

- BP 0500 Accountability
- BP 3551 Food Service Operations/Cafeteria Fund
- BP 3552 Summer Meal Program
- BP 3553 Free and Reduced Price Meals
- BP 3554 Other Food Sales
- BP 3555 Nutrition Program Compliance
- BP 5030 Student Wellness
- BP 7110 Facilities Master Plan

Legal Reference:

Education Code:

- | | |
|---------------|------------------------------------------------------------|
| 35182.5 | Contracts, non-nutritious beverages |
| 38080-38103 | Cafeteria, establishment and use |
| 45103.5 | Contracts for management consulting services; restrictions |
| 49430-49436 | Pupil Nutrition, Health, and Achievement Act of 2001 |
| 49490-49494 | School breakfast and lunch programs |
| 49500-49505 | School meals |
| 49510-49520 | Nutrition |
| 49530-49536 | Child Nutrition Act |
| 49540-49546 | Child care food program |
| 49547-49548.3 | Comprehensive nutrition services |
| 49550-49562 | Meals for needy students |
| 49570 | National School Lunch Act |
| 51795-51797 | School gardens |

Health and Safety Code:

- | | |
|---------------|-----------------------------|
| 113700-114437 | California Retail Food Code |
|---------------|-----------------------------|

Code of Regulations, Title 5:

- | | |
|-------------|--------------------------------------------------------------------|
| 15510 | Mandatory meals for needy students |
| 15530-15535 | Nutrition education |
| 15550-15565 | School lunch and breakfast programs |
| 15575-15578 | Requirements for foods and beverages outside federal meal programs |



Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: Food Service/Child Nutrition Program
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE: .
REVIEWED: 5/23/2017

United States Code, Title 42:

1751-1769 National School Lunch Program, including:
1758 Local wellness policy
1761 Summer Food Service Program and Seamless Summer Feeding Option
1769 Fresh Fruit and Vegetable Program
1771-1793 Child nutrition, especially:
1773 National School Breakfast Program

Code of Federal Regulations, Title 7:

210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program
245.1-245.13 Eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA Publications:

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

California Department of Education Publications:

School Meals Initiative Summary
Healthy Children Ready to Learn, January 2005

California Project Lean Publications:

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

U.S. Department of Agriculture Publications:

School Breakfast Toolkit
Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
Food Buying Guide for Child Nutrition Programs, December 2007
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Dietary Guidelines for Americans, 2005

Web Sites:

CSBA: <http://www.csba.org>
California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>
California Department of Public Health: <http://www.cdph.ca.gov>
California Farm Bureau Federation: <http://www.cfbf.com>
California Food Policy Advocates: <http://www.cfpa.net>
California Healthy Kids Resource Center: <http://www.californiahealthykids.org>



Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: Food Service/Child Nutrition Program

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: .

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/fns>



Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: Food Service/Child Nutrition Program
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE:
REVIEWED: 5/23/2017

SCOPE:

The Governing Board recognizes that ~~students need adequate, nourishing food in order to grow, learn and maintain good health.~~ **is essential to student health, development, and ability to learn.** ~~The Board desires to provide students with adequate space and time to eat meals. To reinforce the district's nutrition education program, foods available on school premises shall:~~ **The Superintendent or designee shall develop strategies to increase students' access to the District's food service programs and to maximize their participation in available programs.**

POLICY:

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease.
2. Meet **or exceed** nutritional standards specified in law and administrative regulation.
3. Be prepared in ways which will appeal to students, retain nutritive quality and foster lifelong healthful eating habits.
4. Be served in age-appropriate **portions** ~~quantities and at reasonable prices. (cf. 3312—Contracts) (cf. 3551—Food Service Operations/Cafeteria Fund) (cf. 3553—Free and Reduced Price Meals) (cf. 3554—Other Food Sales) (cf. 5141.32—Child Health and Disability Prevention Program) (cf. 6142.8—Comprehensive Health Education)~~
5. **Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices and in accordance with federal and state requirements.**

~~The Superintendent or designee shall develop strategies designed to encourage the participation of students and parents/guardians in the selection of foods of good nutritional quality for school menus. Parents/guardians are encouraged to support the district's nutrition education efforts by considering nutritional quality when selecting any snacks which they may donate for occasional class parties.~~

~~School cafeterias shall comply with the sanitation and safety requirements of the California Uniform Retail Food Facilities Law as set forth in Health and Safety Code 113700-114455.~~

~~Child Nutrition and Physical Activity Advisory Committee~~

~~The Board may establish a Child Nutrition and Physical Activity Advisory Committee to develop school district policies on nutrition and physical activity for recommendation to and approval by the Board. (Education Code 49433)~~

~~The membership of the Child Nutrition and Physical Activity Advisory Committee shall include, but need not be limited to, Board members, school administrators, food service directors, food service~~



Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: Food Service/Child Nutrition Program

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

~~staff, other staff, parents/guardians, students, physical and health education teachers, dietitians, health care professionals and interested community members. (Education Code 49433)~~

~~In developing such policies on nutrition and physical activity, the Committee shall hold at least one public hearing and shall ensure that the policies address all the issues and goals specified in Education Code 49433.~~

~~(Education Code 49433) (cf. 1220 Citizen Advisory Committees) (cf. 6142.7 Physical Education)~~

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. To the extent possible, school, recess, bell schedules, and transportation schedules shall be designed to encourage participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation and allocate funds to maintain and modernize the facilities.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the administrative review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas required by CDE.

DESIRED OUTCOME:

Students will participate in the District's food service programs. The Superintendent or designee will support strategies that promote participation in school meal programs.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 0500 Accountability

BP 3551 Food Service Operations/Cafeteria Fund

BP 3552 Summer Meal Program



Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: Food Service/Child Nutrition Program

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

BP 3553 Free and Reduced Price Meals

BP 3554 Other Food Sales

BP 3555 Nutrition Program Compliance

BP 5030 Student Wellness

BP 7110 Facilities Master Plan

Legal Reference:

Education Code:

35182.5	Contracts, non-nutritious beverages
38080-38103	Cafeteria, establishment and use
45103.5	Contracts for management consulting services; restrictions
49430-49436	Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494	School breakfast and lunch programs
49500-49505	School meals
49510-49520	Nutrition
49530-49536	Child Nutrition Act
49540-49546	Child care food program
49547-49548.3	Comprehensive nutrition services
49550-49562	Meals for needy students
49570	National School Lunch Act
51795-51797	School gardens

Health and Safety Code:

113700-114437	California Retail Food Code
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Code of Regulations, Title 5:

15500-15501	Food sales by student organizations
15510	Mandatory meals for needy students
15530-15535	Nutrition education
15550-15565	School lunch and breakfast programs
15575-15578	Requirements for foods and beverages outside federal meal programs

United States Code, Title 42:

1751-1769	National School Lunch Program, including:
1758	Local wellness policy
1761	Summer Food Service Program and Seamless Summer Feeding Option
1769	Fresh Fruit and Vegetable Program
1771-1793	Child nutrition, especially:
1773	National School Breakfast Program

Code of Federal Regulations, Title 7:

210.1-210.31	National School Lunch Program
220.1-220.21	National School Breakfast Program
245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA Publications:



Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: Food Service/Child Nutrition Program

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

**California Department of Education Publications:
School Meals Initiative Summary**

Healthy Children Ready to Learn, January 2005

California Project Lean Publications:

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

U.S. Department of Agriculture Publications:

School Breakfast Toolkit

Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010

Food Buying Guide for Child Nutrition Programs, December 2007

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005

Dietary Guidelines for Americans, 2005

Web Sites:

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

California Department of Education, Nutrition Services Division:

<http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Farm Bureau Federation: <http://www.cfbf.com>

California Food Policy Advocates: <http://www.cfpa.net>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Alliance for Nutrition and Activity:

<http://www.cspinet.org/nutritionpolicy/nana.html>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/fns>

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Board Policy (BP) 3551 – Food Service Operations/Cafeteria Fund
 (Revised: For Adoption)

ITEM: Action

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

PREPARED BY: Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in April 2002.

ITEM SUMMARY:

- Board Policy 3551 – Food Service Operations/Cafeteria Fund revised for adoption.

RATIONALE:

The purpose of this agenda item is to present for adoption a revised Board Policy (BP) 3551 – Food Service Operations/Cafeteria Fund. The first reading took place at the May 23, 2017, Board meeting and is now being presented to the Board for adoption.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt the revised Board Policy 3551 – Food Service Operations/Cafeteria Fund.



Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: Food Service Operations/Cafeteria Fund

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

SCOPE:

The Governing Board intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. All revenues accruing to the Cafeteria Fund will be maintained and expended in accordance with federal and state regulations.

POLICY:

The Superintendent or designee shall ensure that all food services administrators and personnel possess appropriate qualifications and receive ongoing professional development related to the effective management and implementation of the district's food services program.

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria in accordance with federal and state regulations.

In addition, meals may be sold to other individuals and organizations that are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/guardians, or students' siblings.

The Superintendent or designee shall recommend meal prices, based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760, for students and nonstudents for approval by the Board. Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture foods.

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred.

OR

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law. Program financial reports shall be presented regularly to the Board.



Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: Food Service Operations/Cafeteria Fund

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

Contracts with Outside Providers

With Board approval, the district may enter into a contract for food service consulting services or food service management services in one or more district schools.

DESIRED OUTCOME:

The Cafeteria Fund shall be maintained separately from the District's General Fund. Cafeteria Funds shall be used only as allowed by law.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

- BP 3100 Budget
- BP 3300 Expenditures and Purchases
- BP 3311 Bids
- BP 3312 Contracts
- BP 3400 Management of District Assets/Accounts
- BP 3460 Financial Reports and Accountability
- BP 3550 Food Service/Child Nutrition Program
- BP 3552 Summer Meal Program
- BP 3553 Free and Reduced Price Meals
- BP 3554 Other Food Sales
- BP 3555 Nutrition Program Compliance
- BP 3600 Consultants
- BP 4231 Staff Development

Legal Reference:

Education Code:

- | | |
|-------------|------------------------------------------------------------|
| 38080-38086 | Cafeteria, establishment and use |
| 38090-38095 | Cafeterias, funds and accounts |
| 38100-38103 | Cafeterias, allocation of charges |
| 42646 | Alternate payroll procedure |
| 45103.5 | Contracts for management consulting services; restrictions |
| 49490-49493 | School breakfast and lunch programs |
| 49500-49505 | School meals |
| 49554 | Contract for services |

Health and Safety Code:

- | | |
|---------------|-----------------------------|
| 113700-114437 | California Retail Food Code |
|---------------|-----------------------------|

United States Code, Title 42

- | | |
|-----------|-----------------------------|
| 1751-1769 | School lunch programs |
| 1771-1791 | Child nutrition, including: |
| 1773 | School breakfast program |



Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: Food Service Operations/Cafeteria Fund

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

Code of Federal Regulations, Title 2

255 Cost Principles for State, Local, and Indian Tribal Governments

Code of Federal Regulations, Title 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

California Department of Education Management Bulletins:

USDA-FDP-02-2010 Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, August 2010

USDA-SNP-01-2008 Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs; and the Handling of Unpaid Meal Charges, February 2008

00-111 Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, July 2000

California Department of Education Publications:

California School Accounting Manual

Food Distribution Program Administrative Manual

U.S. Department of Education Guidance:

FAQs About School Meals

Web Sites:

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>



Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: **Food Service Operations/Cafeteria Fund**
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE:
REVIEWED: 5/23/2017

SCOPE:

The Governing Board intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. ~~Upon recommendation of the Superintendent or designee, the Board shall review and approve meal prices. Program financial reports shall be presented regularly to the Board.~~ All revenues accruing to the Cafeteria Fund will be maintained and expended in accordance with federal and state regulations.

POLICY:

The Superintendent or designee shall ensure that all food services administrators and personnel possess appropriate qualifications and receive ongoing professional development related to the effective management and implementation of the district's food services program.

~~Meals may be offered to employees and Board members as a matter of convenience. Since these meals may include federally donated food commodities, their price shall be set in accordance with state and federal guidelines.~~

~~Meals may be served to adults other than employees and Board members who are on campus during meal times for a legitimate purpose, such as serving as a classroom volunteer. Since these meals may include federally donated food commodities, their price shall be set in accordance with state and federal guidelines.~~

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria in accordance with federal and state regulations.

In addition, meals may be sold to other individuals and organizations that are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/guardians, or students' siblings.

The Superintendent or designee shall recommend meal prices, based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760, for students and nonstudents for approval by the Board. Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture foods.

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred.



Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: Food Service Operations/Cafeteria Fund
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE:
REVIEWED: 5/23/2017

OR

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund.

~~To increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the district. (cf. 3550 Food Service/Child Nutrition Program) (cf. 3553 Free and Reduced Price Meals)~~

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law. Program financial reports shall be presented regularly to the Board.

Contracts with Outside Providers

~~With Board approval, the district may enter into a contract for management consulting services related to food service on a year to year basis.~~

~~With Board approval, the district may enter into a contract with a private company that enables a school to operate a franchise offering fast food items for sale to students. The franchise agreement and food purchases shall be subject to the competitive bidding requirements of the National School Lunch and School Breakfast Programs.~~

With Board approval, the district may enter into a contract for food service consulting services or food service management services in one or more district schools.

DESIRED OUTCOME:

The Cafeteria Fund shall be maintained separately from the District's General Fund. Cafeteria Funds shall be used only as allowed by law.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

- BP 3100 Budget
- BP 3300 Expenditures and Purchases
- BP 3311 Bids
- BP 3312 Contracts
- BP 3400 Management of District Assets/Accounts
- BP 3460 Financial Reports and Accountability
- BP 3550 Food Service/Child Nutrition Program
- BP 3552 Summer Meal Program
- BP 3553 Free and Reduced Price Meals
- BP 3554 Other Food Sales
- BP 3555 Nutrition Program Compliance



Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: Food Service Operations/Cafeteria Fund

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

BP 3600 Consultants
BP 4231 Staff Development

Legal Reference:

Education Code:

38080-38086	Cafeteria, establishment and use
38090-38095	Cafeterias, funds and accounts
38100-38103	Cafeterias, allocation of charges
42646	Alternate payroll procedure
45103.5	Contracts for management consulting services; restrictions
49490-49493	School breakfast and lunch programs
49500-49505	School meals
49554	Contract for services

Health and Safety Code:

113700-114437 California Retail Food Code

United States Code, Title 42

1751-1769	School lunch programs
1771-1791	Child nutrition, including:
1773	School breakfast program

Code of Federal Regulations, Title 2

255 Cost Principles for State, Local, and Indian Tribal Governments

Code of Federal Regulations, Title 7

210.1-210.31	National School Lunch Program
220.1-220.21	National School Breakfast Program
250.1-250.70	USDA foods

Management Resources:

CDE MANAGEMENT ADVISORIES

~~0701.00 Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, No. 00-111~~

Management Resources:

California Department of Education Management Bulletins:

USDA-FDP-02-2010 Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, August 2010

USDA-SNP-01-2008 Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs; and the Handling of Unpaid Meal Charges, February 2008

00-111 Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, July 2000

California Department of Education Publications:

California School Accounting Manual

Food Distribution Program Administrative Manual

U.S. Department of Education Guidance:

FAQs About School Meals



Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: Food Service Operations/Cafeteria Fund

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

WEB SITES

~~CDE, Nutrition Services Division: <http://www.cde.ca.gov/nsd/>~~

~~U.S. Department of Agriculture, Child Nutrition Programs: <http://www.fns.usda.gov/cnd/>~~

Web Sites:

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Adopted: (8-98 **4-02**) ~~4-02~~ **6-17**

Santa Ana, CA

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Board Policy (BP) 3552 – Summer Meal Program (New: For Adoption)

ITEM: Action

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

PREPARED BY: Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The District does not currently have a Board Policy in place for Summer Meal Programs. This new policy is based on the California School Board Association model policy for districts that participate in the Summer Meal Programs.

ITEM SUMMARY:

- Board Policy 3552 – Summer Meal Program new for adoption.

RATIONALE:

The purpose of this agenda item is to present for adoption a new Board Policy (BP) 3552 – Summer Meal Program. The first reading took place at the May 23, 2017, Board meeting and is now being presented to the Board for adoption.

The Nutrition Services Department serves meals through the U. S. Department of Agriculture’s Summer Meal Programs to children in summer school programs, enrichment activities, and at other community sites during the summer break.

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 3552 – Summer Meal Program.



Santa Ana Unified School District

BOARD POLICY NO: 3552

SUBJECT: Summer Meal Program

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

SCOPE:

The Governing Board recognizes that child nutrition programs have a positive and direct impact upon children's well-being and achievement. To help students and other children in the community remain well-nourished throughout the summer vacation, the district shall sponsor a summer meal program as approved by the California Department of Education (CDE).

POLICY:

The Superintendent or designee shall operate summer meal service sites based on state and federal program criteria and an assessment of family and community needs. When feasible, the Superintendent or designee shall involve local governmental agencies, food banks, and/or community organizations in identifying suitable site locations. The site(s) shall be approved by the CDE before meal service is initiated.

The summer meal program may be offered in conjunction with educational enrichment or recreational activities in order to encourage participation in other wellness and learning opportunities.

The Superintendent or designee shall develop and coordinate outreach and promotional activities to inform parents/guardians and the community about the availability of the summer meal program and its location(s) and hours.

The Superintendent or designee shall maintain accurate records of all meals served and shall ensure the timely submission of reimbursement claims in accordance with state procedures.

The Superintendent or designee shall regularly report to the Board regarding program implementation, number of participants, and program costs. As needed, the Board shall direct the Superintendent or designee to identify program modifications to increase program quality or children's access to meal services.

DESIRED OUTCOME:

Students and children in the community will have access to meals during summer vacation.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

- BP 3550 Food Service/Child Nutrition Program
- BP 3551 Food Service Operations/Cafeteria Fund
- BP 3552 Summer Meal Program
- BP 3553 Free and Reduced Price Meals
- BP 3554 Other Food Sales
- BP 3555 Nutrition Program Compliance
- BP 6142.7 Physical Education and Activity
- BP 6177 Summer School



Santa Ana Unified School District

BOARD POLICY NO: 3552

SUBJECT: **Summer Meal Program**
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE: 6/13/2017
REVIEWED: 5/23/2017

Legal Reference:

Education Code:

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49547-49548.3 Comprehensive nutrition services
49550-49562 Meals for needy students
49570 National School Lunch Act

Code of Regulations, Title 5

15510 Mandatory meals for needy students
15550-15565 School lunch and breakfast programs

United States Code, Title 42

1751-1769 School lunch programs, including:
1758b Local wellness policy
1761 Summer Food Service Program and Seamless Summer Feeding Option
1771-1792 Child nutrition, especially:
1773 School breakfast program

Code of Federal Regulations, Title 7

210.1-210.31 National School Lunch Program
220.1-220.22 National School Breakfast Program
225.1-225.20 Summer Food Service Program

Management Resources:

CSBA Publications

Providing Access to Nutritious Meals During Summer, Policy Brief, June 2010
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

California Department of Education Management Bulletins

USDA-SFSP-06-2008 Summer Food Service Program Outreach Requirement Clarification, October 2008

U.S. Department of Agriculture Publications

The Summer Food Service Program: Food That's in When School is Out, 2010, Nutrition Guidance for Sponsors, rev. March 2010
The Summer Food Service Program: Food That's in When School is Out, 2010 Site Supervisor's Guide, rev. January 2010
The Summer Food Service Program: Food That's in When School is Out, 2010 Monitor's Guide, rev. January 2010
The Summer Food Service Program: Food That's in When School is Out, 2010 Administrative Guidance for Sponsors, rev. December 2009
National School Lunch Program's Seamless Summer Option Questions and Answers, 2009

WEB SITES:

CSBA: <http://www.csba.org>
California Center for Research on Women and Families, Summer Meal Program Coalition:
<http://www.ccrwf.org>



Santa Ana Unified School District

BOARD POLICY NO: 3552

SUBJECT: **Summer Meal Program**

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

California Department of Education, Nutrition: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <http://www.cfpa.net>

California School Nutrition Association: <http://www.calsna.org>

Child Nutrition Information and Payment System: <https://www.cnips.ca.gov>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Board Policy (BP) 3554 – Other Food Sales (Revised: For Adoption)

ITEM: Action

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

PREPARED BY: Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in April 2002.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Board Policy 3554 – <u>Other Food Sales</u> revised for adoption.

RATIONALE:

The purpose of this agenda item is to present for adoption a revised Board Policy (BP) 3554 – Other Food Sales. The first reading took place at the May 23, 2017, Board meeting and is now being presented to the Board for adoption.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt the revised Board Policy 3554 – Other Food Sales.



Santa Ana Unified School District

BOARD POLICY NO: 3554

SUBJECT: Other Food Sales

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

SCOPE:

The Governing Board believes that sales of foods and beverages at school during the school day should be aligned with the district's goals to promote student wellness. Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

POLICY:

The Board authorizes the Superintendent or designee to approve the sale of foods and beverages outside the district's food service program, including sales by student or school-connected organizations, sales through vending machines, and/or sales at secondary school student stores for fundraising purposes.

When vending machines are sponsored by the district or a student or adult organization, the Superintendent or designee shall determine how and where vending machines may be placed at school sites, district offices, or other school facilities and when they may operate.

DESIRED OUTCOME:

All foods and beverages sold on campus will be sold in compliance with state and federal laws, Board policy, and administrative regulation.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

- BP 3312 Contracts
- BP 3550 Food Service/Child Nutrition Program
- BP 3551 Food Service Operations/Cafeteria Fund
- BP 3553 Free and Reduced Price Meals
- BP 5030 Student Wellness

Legal Reference:

Education Code:

- | | |
|-------------|------------------------------------------------------|
| 35182.5 | Contracts, non-nutritious beverages |
| 48931 | Authorization and sale of food |
| 49430-49434 | Pupil Nutrition, Health, and Achievement Act of 2001 |
| 51520 | School premises; prohibited solicitations |

Code of Regulations, Title 5:

- | | |
|-------------|------------------------------------------------------------------------|
| 15500 | Food sales in elementary schools |
| 15501 | Sales in high schools and junior high schools |
| 15575-15578 | Requirements for foods and beverages outside the federal meals program |

Health and Safety Code:

- | | |
|---------------|-----------------------------|
| 113700-114437 | California Retail Food Code |
|---------------|-----------------------------|

United States Code, Title 42:

- | | |
|-----------|-------------------------------------------|
| 1751-1769 | National School Lunch Act, including: |
| 1758 | Local wellness policy |
| 1771-1791 | Child nutrition, School Breakfast Program |



Santa Ana Unified School District

BOARD POLICY NO: 3554

SUBJECT: **Other Food Sales**

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

Code of Federal Regulations, Title 7:

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Management Resources:

CSBA Publications

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

California Department of Education Management Bulletins

06-110 Restrictions on Food and Beverage Sales Outside of the School Meal Program, August 2006

Fiscal Crisis and Management Assistance Team Publications

Associated Student Body Accounting Manual and Desk Reference, 2002

National Association of State Boards of Education Publications

Fit, Healthy and Ready to Learn, 2000

WEB SITES

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

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):
<http://www.californiaprojectlean.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

National Association of State Boards of Education (NASBE): <http://www.nasbe.org>

U.S. Dept. of Agriculture, Food and Nutrition Information Center: <http://www.nal.usda.gov/fnic>



Santa Ana Unified School District

BOARD POLICY NO: 3554

SUBJECT: Other Food Sales

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

SCOPE:

~~The Governing Board shall ensure that food sales by school-related groups and the use of vending machines are in compliance with state and federal laws and do not impair student participation in the district's food service program. Sanitation and safety procedures shall comply with the requirements of the California Uniform Retail Food Facilities Law as set forth in Health and Safety Code 113700-114455. (cf. 1230—School-Connected Organizations) (cf. 1231—Solicitations of Funds from and by students) (cf. 3312—Contracts) (cf. 3550—Food Service/Child Nutrition Program) (cf. 3551—Food Service Operations/Cafeteria Fund) (cf. 3553—Free and Reduced Price Meals)~~

The Governing Board believes that sales of foods and beverages at school during the school day should be aligned with the district's goals to promote student wellness. Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

POLICY:

~~The Board authorizes the principal at each school site to approve the sale of food items by:~~

- ~~1. Student organizations in accordance with 5 CCR 15500 and 15501.~~
- ~~2. Nonprofit groups not under the direct control of school authorities pursuant to Education Code 51520.~~
- ~~3. All other school-related groups.~~

~~A minimum of 50% of the items sold by any organization on school grounds shall be from the nutritious foods listed in Education Code 38085.~~

~~No foods on minimal nutritional value shall be sold in food service areas during breakfast and lunch periods. (7 CFR 210.11, 220.12)~~

The Board authorizes the Superintendent or designee to approve the sale of foods and beverages outside the district's food service program, including sales by student or school-connected organizations, sales through vending machines, and/or sales at secondary school student stores for fundraising purposes.

When vending machines are sponsored by the district or a student or adult organization, the Superintendent or designee shall determine how and where vending machines may be placed at school sites, district offices, or other school facilities and when they may operate.

DESIRED OUTCOME:

All foods and beverages sold on campus will be sold in compliance with state and federal laws, Board policy, and administrative regulation.



Santa Ana Unified School District

BOARD POLICY NO: 3554

SUBJECT: Other Food Sales

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

Legal Reference:

EDUCATION CODE

- 38085 Sale of specified food items
- 48931 Authorization and sale of food
- 51520 School Premises; prohibited solicitations

CODE OF REGULATIONS, TITLE 5

- 15500 Food sales in elementary schools
- 15501 Sales in high schools and junior high schools

HEALTH AND SAFETY CODE

- 113700 114455 California Uniforms Retail Food Facilities Law

UNITED STATES CODE, TITLE 42

- 1751 1769h National School Lunch Act
- 1771 1791 Child Nutrition

CODE OF FEDERAL REGULATIONS, TITLE 7

- 210.1 210.31 National School Lunch Program
- 220.1 220.21 National School Breakfast Program

Management Resources:

WEB SITES

- CDE, Nutrition Services Division: [http:// www.cde.ca.gov/nsd/](http://www.cde.ca.gov/nsd/)
- California Project L.E.A.N: [http:// www.dhs.cahwnet.gov/lean](http://www.dhs.cahwnet.gov/lean)
- U.S. Department of Agriculture: Child Nutrition Program: [http:// www.fns.usda.gov/cnd/](http://www.fns.usda.gov/cnd/)

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

- BP 3312 Contracts
- BP 3550 Food Service/Child Nutrition Program
- BP 3551 Food Service Operations/Cafeteria Fund
- BP 3553 Free and Reduced Price Meals
- BP 5030 Student Wellness

Legal Reference:

Education Code:

- 35182.5 Contracts, non-nutritious beverages
- 48931 Authorization and sale of food
- 49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
- 51520 School premises; prohibited solicitations

Code of Regulations, Title 5:

- 15500 Food sales in elementary schools
- 15501 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: 3554

SUBJECT: Other Food Sales

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

Health and Safety Code:

113700-114437 California Retail Food Code

United States Code, Title 42:

1751-1769 National School Lunch Act, including:

1758 Local wellness policy

1771-1791 Child nutrition, School Breakfast Program

Code of Federal Regulations, Title 7:

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Management Resources:

CSBA Publications

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

California Department of Education Management Bulletins

06-110 Restrictions on Food and Beverage Sales Outside of the School Meal Program, August 2006

Fiscal Crisis and Management Assistance Team Publications

Associated Student Body Accounting Manual and Desk Reference, 2002

National Association of State Boards of Education Publications

Fit, Healthy and Ready to Learn, 2000

WEB SITES

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

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition): <http://www.californiaprojectlean.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

National Association of State Boards of Education (NASBE): <http://www.nasbe.org>

U.S. Dept. of Agriculture, Food and Nutrition Information Center: <http://www.nal.usda.gov/fnic>

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Board Policy (BP) 3555 – Nutrition Program Compliance (New: For Adoption)

ITEM: Action

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

PREPARED BY: Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The District does not currently have a Board Policy in place for Nutrition Program Compliance with state and federal nondiscrimination laws as they apply to the district's nutrition programs. This policy is mandatory for districts that receive state or federal funding for child nutrition programs and is based on the California School Board Association model policy.

ITEM SUMMARY:

- Board Policy 3555 – Nutrition Program Compliance new for adoption.

RATIONALE:

The purpose of this agenda item is to present for adoption a new Board Policy (BP) 3555 – Nutrition Program Compliance. The first reading took place at the May 23, 2017, Board meeting and is now being presented to the Board for adoption.

This policy outlines the District's responsibilities to ensure that the Nutrition Services Department is in compliance with state and federal nondiscrimination laws.

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 3555 – Nutrition Program Compliance.



Santa Ana Unified School District

BOARD POLICY NO: 3555

SUBJECT: Nutrition Program Compliance

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

SCOPE:

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

POLICY:

Coordinator

The Board designates the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the district's civil rights coordinator to ensure compliance with the laws governing its nutrition programs and to investigate any related complaints.

The responsibilities of the compliance officer/coordinator include, but are not limited to:

1. Providing the name of the civil rights coordinator, Section 504 coordinator, and Title IX coordinator, if different from the civil rights coordinator, to the California Department of Education and other interested parties.
2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff.

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs.
4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants.
5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below.
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency.
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities.



Santa Ana Unified School District

BOARD POLICY NO: 3555

SUBJECT: **Nutrition Program Compliance**
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services
EFFECTIVE: 6/13/2017
REVIEWED: 5/23/2017

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet.
9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log and working with the appropriate person to resolve any complaint.
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants.

Notifications

The U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their program rights and responsibilities and steps necessary for participation. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party.

In addition, all forms of communication available to the public regarding program availability shall contain, in a prominent location, the following statement:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http:// www.ascr.usda.gov/complaint_filing_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:



Santa Ana Unified School District

BOARD POLICY NO: 3555

SUBJECT: Nutrition Program Compliance
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE: 6/13/2017
REVIEWED: 5/23/2017

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating "This institution is an equal opportunity provider," may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints

Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3 - Uniform Complaint Procedures.

When a complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (800) 952-5609 and press option 2.
2. U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake@usda.gov.

DESIRED OUTCOME:

The District will be in compliance with all state and federal nondiscrimination laws as they apply to the district's nutrition programs.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

- BP 1312.3 Uniform Complaint Procedures
- BP 3550 Food Service/Child Nutrition Program
- BP 3552 Summer Meal Program



Santa Ana Unified School District

BOARD POLICY NO: 3555

SUBJECT: Nutrition Program Compliance

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

BP 3553 Free and Reduced Price Meals
BP 5030 Student Wellness
BP 5125 Student Records
BP 6159 Individualized Education Program
BP 6164.6 Identification and Education Under Section 504

Legal Reference:

Education Code:

200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs

Penal Code:

422.6 Interference with constitutional right or privilege

Code of Regulations, Title 5:

3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

United States Code, Title 20:

1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX

United States Code, Title 29:

794 Section 504 of the Rehabilitation Act of 1973

United States Code, Title 42:

2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act

Code of Federal Regulations, Title 7:

210.23 National School Lunch Program, district responsibilities
215.7 Special Milk Program, requirements for participation
215.14 Special Milk Program, nondiscrimination
220.7 School Breakfast Program, requirements for participation
225.3 Summer Food Service Program, administration
225.7 Summer Food Service Program, program monitoring

Code of Federal Regulations, Title 28:

35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services

Code of Federal Regulations, Title 34:

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy



Santa Ana Unified School District

BOARD POLICY NO: 3555

SUBJECT: Nutrition Program Compliance

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

Management Resources:

California Department of Education Publications

Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, rev. November 2015

U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE
PUBLICATIONS

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

U.S. Department of Education, Office for Civil Rights Publications

Notice of Non-Discrimination, August 2010

Web Sites:

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>

U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

AGENDA ITEM BACKUP SHEET
June 13, 2017

Board Meeting

TITLE: Board Policy (BP) 5146 – Married/Pregnant/Parenting Students
 (Revised: For Adoption)

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 seek Board approval of Board Policy (BP) 5146 - Married/Pregnant/Parenting Students for adoption. The first reading took place at the May 9, 2017, Board meeting and is now being presented to the Board for adoption.

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 Board Policy (BP) 5146 – Married/Pregnant/Parenting Students for adoption.



Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: 6/2017

RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

REVIEWED: 5/2017

SCOPE:

The Governing Board recognizes that early marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. 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

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 extracurricular 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)



Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: 6/2017

RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

REVIEWED: 5/2017

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.
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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Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: 6/2017

RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

REVIEWED: 5/2017

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

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

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
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UNITED STATES CODE, TITLE 42

1786	Special supplemental nutrition program for women, infant, and children
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CODE OF REGULATIONS, TITLE 7

246.1-246.28	Special supplemental nutrition program for women, infants, and children
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CODE OF FEDERAL REGULATIONS, TITLE 34

106.40	Marital and parental status
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Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: 6/2017

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

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: 6/2017

RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

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 pregnant 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 what 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

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: 6/2017

RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

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 extracurricular 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.



Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: 6/2017

RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

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



Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: Pregnant/Parenting/Married Students

CATEGORY: Students

EFFECTIVE: 6/2017

RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

REVIEWED: 5/2017

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