

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, May 22, 2018
6:00 p.m.**

**Board Room
1601 E. Chestnut Avenue
Santa Ana**



**Rigo Rodriguez, Ph.D.
Vice President**

**Valerie Amezcua
President**

**Alfonso Alvarez, Ed.D.
Clerk**

**Cecilia "Ceci" Iglesias
Member**

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

**John Palacio
Member**

If special assistance is needed to participate in the Board meeting, please contact the Superintendent's office, at (714) 558-5512. Please call prior to the meeting to allow for reasonable arrangements to ensure accessibility to this meeting, per the Americans with Disabilities Act, Title II.

Mission Statement

***We assure well-rounded learning experiences, which prepare our students for success in college and career.
We engage, inspire, and challenge all of our students to become productive citizens, ethical leaders, and positive contributors to our community, country and a global society.***

BOARD OF EDUCATION MEETING INFORMATION

Role of the Board

The Governing Board is elected by the community to provide leadership and citizen oversight of the District's schools. The Board works with the Superintendent to fulfill its major role, including:

1. Setting a direction for the District.
2. Providing a basic organizational structure for the SAUSD by establishing policies.
3. Ensuring accountability.
4. Providing community leadership on behalf of the District and public education.

Agenda Items provided to the Board of Education that include the description of items of business to be considered by the Board for approval at Board Meetings. These items contain recommendations; the Board may exercise action they believe is best for the SAUSD.

Board Meeting Documentation

Any and all supporting materials are made available to the public by the Public Communication Office. They may be reached from 8:00 a.m. – 4:30 p.m. at (714) 558-5555.

Public Comments at Board Meetings

The agenda shall provide members of the public the opportunity to address the Board regarding agenda items before or during the Board's consideration of the item. The agenda also provides members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.

Individual speakers are allowed three minutes to address the Board on agenda or nonagenda items. The Board may limit the total time for public input on each item to 20 minutes. With the Board's consent, the Board President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

The Board urges that complaints and derogatory remarks against a District employee be made in writing on forms available in the Office of the Superintendent. This allows the District and the Board to examine more carefully the complaint and to initiate the appropriate investigation.

Persons wishing to address the Board on an item on the agenda or an item of business in the Board's jurisdiction are requested to complete a card. This card is to be submitted to the Recording Secretary. The *Request to Address the Board of Education* cards are located on the table in the foyer.

Televised Meeting Schedule

The Regular Board of Education meetings are broadcast live on the second and fourth Tuesdays of each month on Channel 31. The meeting is replayed on Tuesdays at 6:00 p.m. and Saturdays at 3:00 p.m., following the Board of Education meeting.

Agenda and Minutes on District Website at <http://www.sausd.us>

BOARD OF EDUCATION
REGULAR MEETING

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

TUESDAY
MAY 22, 2018

AGENDA

CALL TO ORDER

4:30 P.M. RECESS TO CLOSED SESSION

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

A. With respect to every item of business to be discussed in Closed Session pursuant to Education Code Sections 35146, 48912, 48918, 49070:

STUDENT EXPULSIONS AND DISCIPLINE ISSUES

B. With respect to every item of business to be discussed in Closed Session pursuant to Paragraphs (2) to (5) of Subdivision (D) (E) of Government Code Section 54956.9:

ANTICIPATED LITIGATION: One Potential Case

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: EMP1603129; 1704762RV

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

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

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

CONFERENCE WITH LABOR NEGOTIATOR:

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

UNREPRESENTED EMPLOYEES: Certificated and Classified Management

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

STUDENT PRESENTATIONS

- Willard Turnaround Arts
- Santa Ana High School Choir

RECOGNITIONS / ACKNOWLEDGMENTS

- Recognition of Advancement Via Individual Determination Standout Scholarship Awardees
- Certificated Employee of the Month for May 2018, David Vance
- Classified Employee of the Month for May 2018, Sophia Trevino

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 8, 2018 and Special Board Meeting Minutes - May 15, 2018
- 1.2 Orange County Department of Education Third Quarterly Report on Williams Settlement Legislation for 2017-18 Fiscal Year
- 1.3 Approval of School Board to Attend California School Board Association's 2018 Leadership Institute July 13-14, 2018 in Sacramento, California
- 1.4 Approval of Board Vice President Rodriguez's Attendance to the 2018 Summer Institute for Teachers July 25-27, 2018 and July 30-31, 2018 in Pasadena, California
- 1.5 Approval of Board President Amezcua and Board Member Iglesias to Attend the Harvard Graduate School of Education – Professional Education / Family Engagement Education July 23-26, 2018 in Cambridge, Massachusetts
- 1.6 Approval of Student Expulsions for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

- 1.7 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
- 1.8 Approval of Memorandum of Understanding with Fullerton School District to Participate in the 2018 Summer Speech and Debate Camp
- 1.9 Approval of Memorandum of Understanding with the California Institute of Technology and Jet Propulsion Laboratory for June 4 through July 27, 2018
- 1.10 Approval of Agreement with Padres Unidos - “School Readiness/Parents As Teacher” Summer Program
- 1.11 Acceptance of SunPower Corporation Grant Funding for 2018-19 School Year
- 1.12 Approval of Agreement with Atkinson, Andelson, Loya, Ruud & Romo for 2018-19 Fiscal Year
- 1.13 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of April 25, 2018 through May 8, 2018
- 1.14 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of April 25, 2018 through May 8, 2018
- 1.15 Approval of School Meal Support to Santa Ana Nonpublic Schools through the National School Lunch Program in the 2018-19 School Year
- 1.16 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: 1704762 RV
- 1.17 Acceptance of Completion of Contract for Bid Package No. 2 - Fitness Equipment Installation at Various School Sites
- 1.18 Acceptance of Completion of Contract for Bid Package No. 1 – Roosevelt/Walker Joint-Use Community Center
- 1.19 Acceptance of Completion of Contract for Bid Package No. 1 – Classroom Buildings at Valley High School
- 1.20 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:

PRESENTATIONS

- Foster Youth Services and McKinney-Vento Program
- Early Childhood Education Update

REGULAR AGENDA - ACTION ITEMS

- 2.0 Ratification of Agreement with Child Care Careers
- 3.0 Adoption of High School Advanced Placement Calculus Textbook
- 4.0 Adoption of High School Math Analysis Textbook
- 5.0 Approval of Recommendation for 28-Day Review of Statistics as the Advanced Placement Statistics Textbook
- 6.0 Approval to Invest Other Postemployment Benefit Funds in California Public Employees' Retirement System (CalPERS) Managed by California Employers' Retiree Benefit Trust (CERBT) Plan
- 7.0 Authorization to Award a Contract for Vending Services
- 8.0 Authorization to Award a Contract to Balfour Beatty Construction for Construction Management Services for the Portable-to-Permanent (P2P) Classroom Building at Muir Fundamental Elementary School
- 9.0 Approval of Agreement with Lentz Morrissey Architecture for Architectural Services for the Reconfiguration and Rerouting of the Drop off at Villa Fundamental Intermediate School
- 10.0 Approval of New Job Description: Coordinator of Early College/FLEX Programs
- 11.0 Approval of New Job Description: Commercial Driver

NEW AND REVISION OF EXISTING BOARD POLICIES – FIRST READING / NO ACTION REQUIRED

- Board Policy (BP) 5131.62 Tobacco (Revised: First Reading)

BOARD REPORTS

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, June 12, 2018, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Recognition of Advancement Via Individual Determination Standout Scholarship Awardees

ITEM: Recognition

SUBMITTED BY: Daniel Allen, Ed.D., Assistant Superintendent, Teaching and Learning

PREPARED BY: Edward Winchester, Executive Director of Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize 27 Advancement Via Individual Determination (AVID) Senior Scholarship Awardees and 11 AVID Eighth Grade Standouts.

ITEM SUMMARY:
<ul style="list-style-type: none">• Recognize AVID Standouts and Scholarship Awardees• \$608,750 in scholarships were awarded to AVID seniors

RATIONALE:

The Board recognizes outstanding AVID students and their schools. The District will be honoring all AVID Senior Standouts, AVID Scholarship Awardees, and AVID Eighth Grade Standouts. Each year, the Orange County Department of Education recognizes outstanding AVID students throughout Orange County. Each AVID high school nominated a Senior Standout. Additional AVID Seniors applied and were awarded scholarships from various donors. In all, \$608,750 in scholarships was awarded to our AVID Seniors in a ceremony on April 24, 2018.

Also, each AVID intermediate school named an 8th grade standout who was recognized by the Angel Baseball Foundation on May 7, 2018. Those 8th grade standouts were given a laptop to use in their future educational pursuits.

LCAP Goal 1.5: “Ensure access for low-income pupils to the core instructional program by increasing access to early childhood education, full day kinder at pilot schools, age appropriate literacy and numeracy programs, supports, and interventions (e.g., AVID, credit recovery).”

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Recognize AVID Standouts and Scholarship awardees.

AVID Eighth Grade Standouts

<i>School</i>	<i>Student</i>	<i>AVID Coordinators/Teacher</i>
Carr Intermediate School	Anabel Marcial	Dan Amosa / Bryan Price
Esqueda School	Melody Lopez	Eddie Gallardo / Diane Hyde
Lathrop Intermediate School	Jesse Mata	Lory Sullivan
MacArthur Fundamental Intermediate School	Cantel Palomino	Tammy Manske
McFadden Intermediate School	Betsai Tapia	Jeanette Banuelos
Mendez Fundamental Intermediate School	Jennifer Perez	April Salas
Santiago Elementary School	Christo Hernandez	Erik Peterson
Sierra Preparatory Academy	Vanessa Martinez	Janelle Nagle
Spurgeon Intermediate School	Alan Palma	Lindsey Leonetti
Villa Fundamental Intermediate School	Angie Lopez	Stephanie Thatcher / Elizabeth Henry
Willard Intermediate School	Maria Castaneda	Arturo Valdez-Garcia

AVID Senior Standouts

<i>School</i>	<i>Student</i>	<i>AVID Coordinator/Teacher</i>
Century High School	Alondra Castro	Merlo Butler / Greg Chapman
Godinez Fundamental High School	Ruby Juarez	Robert Morgan / Jessica Morris
Middle College High School	Destinee Rodriguez	Velina Espinosa / Thu Nguyen
Saddleback High School	Anayeli Flores	Cheryl Whittington
Santa Ana High School	Cristian Araujo	Dana Nguyen / Michael Nguyen
Segerstrom High School	Amy Alavez	Ivan Miranda / Sean Decker
Valley High School	Annie Tran	Andrew Banderas / Teresa Cavazos

AVID Scholarship Awardees

<i>School</i>	<i>Student (* indicates Standout)</i>
Century High School	Cynthia Delgado
Century High School	Alondra Castro*
Godinez Fundamental High School	Theresa Carrasco
Godinez Fundamental High School	Richard Cervantes
Godinez Fundamental High School	Vanessa Espinoza
Godinez Fundamental High School	Ruby Juarez*
Godinez Fundamental High School	Alexander Martinez
Godinez Fundamental High School	Rosalia Martinez
Godinez Fundamental High School	Sergio Pineda
Godinez Fundamental High School	Julissa Prieto
Godinez Fundamental High School	Judit Ramirez
Godinez Fundamental High School	Estefany Rodriguez
Godinez Fundamental High School	Cristina Valladares
Middle College High School	Elizabeth Alvarado
Middle College High School	Berenice Cortez
Middle College High School	Monica Gonzalez
Middle College High School	Miguel Marquez
Middle College High School	Rosario Molina Valente
Middle College High School	Destinee Rodriguez*
Saddleback High School	Celine Oezkan
Saddleback High School	Anayeli Flores*
Santa Ana High School	Cristian Araujo*
Segerstrom High School	Amy Alavez*
Segerstrom High School	Eva Martinez
Valley High School	Yonathan Hernandez
Valley High School	Annie Tran*
Valley High School	Dafne Mercedes Estrada Popoca

AGENDA ITEM BACKUP SHEET
May 22, 2018
Board Meeting

TITLE: **Certificated Employee of the Month for May 2018, David Vance**

ITEM: **Recognition**

SUBMITTED 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 May 2018.

<u>ITEM SUMMARY</u>
Monthly recognition of employees

RATIONALE:

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for May 2018. The members have selected David Vance, Teacher, Adult Transition Programs.

FUNDING:

Recognition Program Funds: \$50 (gift card)

RECOMMENDATION:

Recognize David Vance as Certificated Employee of the Month for May 2018.

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Classified Employee of the Month for May 2018, Sophia Trevino

ITEM: Recognition

SUBMITTED 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 May 2018.

<u>ITEM SUMMARY</u>
Monthly recognition of employees

RATIONALE:

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Classified Employee of the Month for May 2018. The members have selected Sophia Trevino, Autism Paraprofessional, Mitchell Child Development Center.

FUNDING:

Recognition Program Funds: \$50 (gift card)

RECOMMENDATION:

Recognize Sophia Trevino as Classified Employee of the Month for May 2018.

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

MINUTES

BOARD MEETING
SANTA ANA BOARD OF EDUCATION

May 8, 2018

CALL TO ORDER

Board President Amezcua called the meeting to order at 4:38 p.m. Other members in attendance were Dr. Rodriguez and Mr. Palacio.

CLOSED SESSION PRESENTATIONS

Ms. Amezcua 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 recessed at 4:38 p.m. to consider anticipated litigation and personnel matters.

Dr. Alvarez arrived at 4:42 p.m. and Ms. Iglesias arrived at 4:44 p.m.

RECONVENE OPEN MEETING

The Board meeting reconvened at 6:26 p.m.

Cabinet members present were Dr. Phillips, Dr. Heatley, Dr. Jimenez, Mr. McKinney, Dr. Allen, Dr. Helguera, Dr. Llamas, Mr. Roychowdhury, and Mr. Williams.

PLEDGE OF ALLEGIANCE

Jason Ku, 5th grade student at Davis Elementary School, led the Pledge of Allegiance.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 5-0, the Board took action to approve the notice of release and reassignment from an administrative position for the following employees, as named in Closed Session - employee ID #'s 16207, 14953, 14082, 14039, 25694, and 27315.

Motion: Ms. Amezcua Second: Dr. Rodriguez

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

RECOGNITIONS / ACKNOWLEDGMENTS

High School Student Ambassadors for 2017-18 School Year

The Board recognized Bella Sirgy from Century, Chelsey Barcelo from Cesar Chavez, Kimberly Gonzalez from Godinez Fundamental, Eileen Palma and Amani Robinson from Lorin Griset, Joanna Mejia from Middle College, Aaron Rodriguez from REACH Academy, Chelsea Salazar from Saddleback, Estella Macias-Perez from Santa Ana, Amy Alavez from Segerstrom, and Cithlaly Padilla from Valley as outstanding students who participated as the 2017-18 High School Ambassadors.

Special Donation from the Floyd Sterling Gordon and Evelyn Dolores Zoe Gordon Trust

The Board acknowledged a special donation from the Floyd Sterling Gordon and Evelyn Dolores Zoe Gordon Trust to Santa Ana High School by the way of \$200,000 for a purchase of a bus and three undergraduate scholarships for qualifying students to attend University of California, Berkeley.

Food with Love Program - Newport Beach Church

The Board recognized Newport Church's "Food for Love Program" and its volunteers for serving our school community at Monte Vista and Davis Elementary schools.

Early College Academy at Century High School

The Board recognized the Early College Academy allows students to receive dual enrollment credit.

PM Program at César E. Chávez High School

The Board recognized the PM program for its goal to continue to help support students with a comprehensive program for credit recovery at night.

Advancement Via Individual Determination at Godinez Fundamental High School

The Board recognized Advancement Via Individual Determination at Godinez Fundamental School because it supports a rich relationship and deep understanding of each student.

College Dual Enrollment in Educational Options at Lorin Griset Academy

The Board recognized the College Dual Enrollment in Educational Options for providing students with the opportunity to take a sequence of two courses that helps onboard to a college experience that enriches and enhances the "College Promise" to those that participate.

Honors Associate of Arts Program at Middle College High School

The Board recognized the Honors Associate of Arts Transfer program that offers honors sections of transferable general education courses to students with a 3.0 or higher cumulative GPA.

Project Kinship at REACH Academy

The Board recognized Project Kinship because it helps REACH Academy meet the unique educational, social, physical, and emotional needs of the diverse students, and provide them with a second chance at success.

International Baccalaureate Program at Saddleback High School

The Board recognized the International Baccalaureate Program at Saddleback High School because it strives to develop students who will build a better world through intercultural understanding and respect, while encouraging students to consider both local and global contexts.

Best Buddies Student-Run Club at Santa Ana High School

The Board recognized the Best Buddies Student-Run Club at Santa Ana High School because it nurtures a positive school climate and acceptance for youth and the community.

Freshman Mentor Program Students at Santa Ana High School

The Board recognized the Freshmen Mentor Program for the peer-to-peer group mentorship that supports the difficult freshman transition from middle school to high school with the goal of improving retention.

After School Jaguar at Segerstrom High School

The Board recognized the After School Jaguar at Segerstrom High because it hosts a variety of clubs on campus for all students to participate in a safe and creative space.

Culinary Arts Program at Valley High School

The Board recognized the Culinary Arts Program at Valley High School for winning 1st place regionals last week at the Cooking Up Change Competition in Anaheim, and competing in the National Cooking Up Change Competition in Washington D.C. on June 10, 2018.

SUPERINTENDENT'S REPORT

Dr. Phillips congratulated Valley High School Culinary Arts Team with High School Inc. for clinching 1st place for the fourth time at the Regional Cooking Up Change competition. She congratulated Muir and Thorpe Fundamental Elementary Schools for being among the top elementary schools in the state that have demonstrated outstanding education programs and practices. Superintendent also congratulated Principal Jeff Bishop of Santa Ana High School for receiving the ACSA Administrator of the Year Award; she also added that the Educators and Classified Employees of the Year would be recognized at the annual Classified and Educators of the Year Celebration at Santa Ana High School. Dr. Phillips mentioned that 119 girls from Carr, McFadden, and Spurgeon intermediate schools participated in "Catalyze Science", a hands-on science and technology event at Cal State Fullerton and the 47th Annual Awards Ceremony, Change of Command, and Pass-in Review for Santa Ana High School NJROTC. She stated there has been discussions and meetings on the homeless situation in Orange County and how it affects the District, and the continued efforts to market SAUSD schools to increase student enrollment. Dr. Phillips concluded her report by featuring a video of Lincoln Elementary School.

PUBLIC PRESENTATIONS

Robyn MacNair addressed the Board related to the Arts Equity Resolution. Irene Guzman, Genevieve Lunt, and Julie Meneghini addressed the Board related to the Latino Film Institute. Juana DeLaTore addressed the Board related to all day Kindergarten at Jefferson Elementary. Silvina Rodriguez Olivia Valdivia, Blanca Alvarado, and Perla Dionicio addressed the Board related to the TOSA position at Taft Elementary. Margarita Gonzalez addressed the Board related to special education.

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

- 1.7 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of April 11, 2018 through April 24, 2018
- 1.8 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of April 11, 2018 through April 24, 2018
- 1.9 Adoption of Resolution No. 17/18-3235 - Establish Education Protection Account for Santa Ana Unified School District
- 1.10 Adoption of Resolution No. 17/18-3236 - Establish Education Protection Account for Advanced Learning Academy

Moved by Dr. Alvarez, seconded by Mr. Palacio, and carried 5-0, to approve the remaining items on the Consent Calendar as follows:

1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Regular Board Meeting Minutes - April 24, 2018
- 1.2 Approval of Board Clerk's Attendance to California School Boards Association Delegate Assembly Meeting May 19-20, 2018 in Sacramento, CA
- 1.3 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests
- 1.4 Ratification of Master Contract and/or Individual Service Agreement with Nonpublic School and Agency for Student with Disabilities for 2017-18 School Year
- 1.5 Approval of Payment and Reimbursement of Costs Incurred for Students with Disabilities for 2017-18 School Year
- 1.6 Ratification to Amend Agreement with West Shield Adolescent Services for 2017-18 School Year
- 1.11 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:

- 1.7 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of April 11, 2018 through April 24, 2018

Moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to ratify Purchase Order Summary Report and Detailed Purchase Order Listing of all purchase orders created during the period of April 11, 2018 through April 24, 2018 - with the amendment of removing PO 379069.

- 1.8 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of April 11, 2018 through April 24, 2018

Moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 5-0, to ratify Expenditure Summary Report and Detailed Warrant Listing report of all payments over \$25,000 for the period of April 11, 2018 through April 24, 2018.

- 1.9 Adoption of Resolution No. 17/18-3235 - Establish Education Protection Account for Santa Ana Unified School District

Moved by Dr. Alvarez, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution No. 17/18-3235 to establish the Education Protection Account for Santa Ana Unified School District.

- 1.10 Adoption of Resolution No. 17/18-3236 - Establish Education Protection Account for Advanced Learning Academy

Moved by Dr. Alvarez, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution No. 17/18-3236 to establish the Education Protection Account for Advanced Learning Academy.

PUBLIC HEARING

Public Disclosure of Tentative Agreement with Santa Ana Educators' Association

Ms. Amezcua declared the Public Hearing open. She asked those wishing to address the Board to step to the lectern.

After hearing no comments, Ms. Amezcua declared the Public Hearing closed.

REGULAR AGENDA - ACTION ITEMS

- 2.0 Ratification of Tentative Agreement with Santa Ana Educators' Association (SAEA) for 2017- 2018 and 2018-19 School Years

Moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to ratify the Tentative Agreement with the Santa Ana Educators' Association (SAEA) for the 2017-18 and 2018-19 school years.

- 3.0 Approval of Implementation of the Public Agency Retirement Services (PARS) Employee Retirement Plan for Eligible Certificated Non-Management Santa Ana Educators' Association (SAEA) Employees for the 2017-18 Fiscal Year

Moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 5-0, to approve implementation of the Public Agency Retirement Services (PARS) Employee Retirement Plan for Eligible Certificated Non-Management Santa Ana Educators' Association (SAEA) Employees for the 2017-18 fiscal year.

- 4.0 Approval of Agreement with Latino Film Institute Project for 2018-2021 School Year

Item Tabled - No action Taken

- 5.0 Approval to Renew Annual No-Cost Community Partnership Agreements for 2018-19 Fiscal Year

Item Tabled - No action Taken

- 6.0 Approval of Agreement for Purchase and Implementation of an Education-Data Warehouse

Moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 5-0, to approve the agreement for purchase and implementation of an education-data warehouse.

- 7.0 Authorization to Award Purchase Orders for the Purchase of Dry Food Products

Item Tabled - No action Taken; Motion to table item by Dr. Rodriguez, second by Ms. Amezcua, and carried 5-0 to return in 90 days or sooner.

- 8.0 Authorization to Award Purchase Orders for the Purchase of Frozen, Refrigerated, and Processed Commodity Food Products

Item Tabled - No action Taken; Motion to table item by Dr. Rodriguez, second by Ms. Amezcua, and carried 5-0 to return in 90 days or sooner.

- 9.0 Authorization to Award a 48-Month Lease for Copiers Districtwide

Moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 5-0, to authorize staff to award a 48-month lease to Sharp Electronics Corporation for copiers Districtwide.

- 10.0 Ratification to Amend 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

Moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to ratify the amended 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.

- 11.0 Board Policy (BP) 7310 - Naming of a School or Facility, and Sponsorships
(Revised: For Adoption)

Moved by Dr. Rodriguez, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt Board Policy (BP) 7310 - Naming of a School or Facility, and Sponsorships.

BOARD REPORTS

Ms. Iglesias: Requested an update on homeless and needle exchange issues.

Ms. Amezcua: Requested a Civic Center report with updated policies and costs.

ADJOURNMENT

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

The next Regular Meeting is Tuesday, May 22, 2018, at 6:00 p.m.

ATTEST:

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

1
2 RESOLUTION NO. 17/18-3235

3 BOARD OF EDUCATION
4 SANTA ANA UNIFIED SCHOOL DISTRICT
5 ORANGE COUNTY, CALIFORNIA
6

7 Establish Education Protection Account
8 for Santa Ana Unified School District
9

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

11
12 WHEREAS, Proposition 30 added Article XIII, Section 36 to the California
13 Constitution effective November 7, 2012;

14
15 WHEREAS, the voters approved Proposition 55 on November 8, 2016, which
16 extended the Proposition 30 temporary income tax increase on high income earners
17 by twelve years through 2030;

18
19 WHEREAS, the provisions of Article XIII, Section 36(e) create in the state
20 General Fund an Education Protection Account to receive and disburse the revenues
21 derived from the incremental increases in taxes imposed by Article XIII, Section
22 36(f);

23
24 WHEREAS, before June 30th of each year, the Director of Finance shall
25 estimate the total amount of additional revenues, less refunds that will be
26 derived from the incremental increases in tax rates made pursuant to Article
27 XIII, Section 36(f) that will be available for transfer into the Education
28 Protection Account during the next fiscal year;

29
30 WHEREAS, if the sum determined by the State Controller is positive, the
31 State Controller shall transfer the amount calculated into the Education
32 Protection Account within ten days preceding the end of the fiscal year;

33
34 WHEREAS, all monies in the Education Protection Account are hereby
35 continuously appropriated for the support of school districts, county offices of
36 education, charter schools and community college districts;

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

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

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

50
51 WHEREAS, the monies received from the Education Protection Account shall not
52 be used for salaries or benefits for administrators or any other administrative
53 cost;

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

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

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

76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112

NOW, THEREFORE, IT IS HEREBY RESOLVED:


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

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


Date: May 8, 2018.



Valerie Amezcua, President

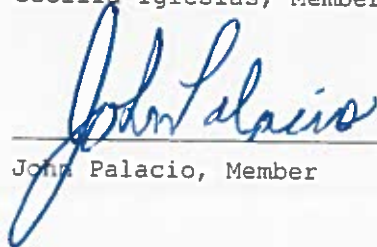


Rigo Rodriguez, Ph.D., Vice President



Alfonso Alvarez, Ed.D., Clerk

Cecilia Iglesias, Member



John Palacio, Member

RESOLUTION NO. 17/18-3236

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

Establish Education Protection Account
for Advanced Learning Academy

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

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

WHEREAS, the voters approved Proposition 55 on November 8, 2016, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030;

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

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

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

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

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

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

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

50
51 WHEREAS, the monies received from the Education Protection Account shall not
52 be used for salaries or benefits for administrators or any other administrative
53 cost;

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

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

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

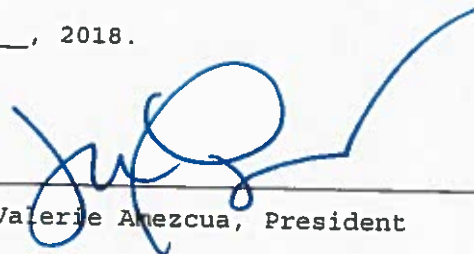
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112

NOW, THEREFORE, IT IS HEREBY RESOLVED:


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

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

Date: May 8, 2018.



Valerie Amezcua, President

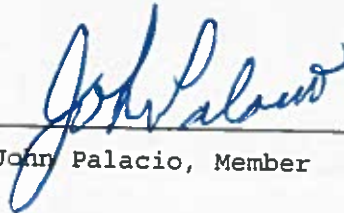


Rigo Rodriguez, Ph.D., Vice President



Alfonso Alvarez, Ed.D., Clerk

Cecilia Iglesias, Member



John Palacio, Member

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RETIREMENTS 2017-18				
Alonzo, Yvonne	Teacher	Segerstrom	June 30, 2018	
Arquilla, Margaret	Teacher	Esqueda	June 1, 2018	
Barolet, Anne	Teacher	Sierra	June 2, 2018	
Bernth, Crystal	Teacher	Mitchell	June 1, 2018	
Bishara, Dave	Teacher	Segerstrom	June 1, 2018	
Blaylock, Mary	Teacher	Muir	June 1, 2018	
Crewe, Dominic	Teacher	Valley	June 1, 2018	
Curriel, Danny	Teacher	ROP	June 1, 2018	
Dennis, Denise	Teacher	Muir	June 1, 2018	
Eggna, Marylou	Teacher	Walker	June 1, 2018	
Espinosa, Antonio	Counselor	Pupil Support Services	June 30, 2018	
Greenwood, Joy	Teacher	Roosevelt	June 1, 2018	
Guardado, Patricia	Teacher	Willard	May 9, 2018	
Henderson, Olga	Higher Education Center Specialist	Saddleback	June 20, 2018	
Lane Pentolino, Linda	Teacher	Romero-Cruz	June 1, 2018	
Leyva, Jeffery	Teacher	Lorin Griset	June 1, 2018	
Marosi, Nancy	Teacher	Taft	June 1, 2018	
Martinez, Barney	Teacher	Visual and Performing Arts	June 30, 2018	
Moss, Michael	Counselor	Valley	June 30, 2018	
Murray, Maureen	Teacher	Roosevelt	June 1, 2018	
Nessel, Gina	Teacher	Santa Ana	June 2, 2018	

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RETIREMENTS 2017-18 (Continued)				
Pattullo, Paulette	Teacher	Sierra	June 30, 2018	
Payne-Mckanna, Rhonda	Project Coordinator	Harvey	June 29, 2018	
Qafaiti, Michael	Teacher	Carr	June 30, 2018	
Ramirez-Ladd, Caron	Teacher	Spurgeon	June 1, 2018	
Russo, Joseph	Teacher	ROP	June 1, 2018	
Silverman, Lynn	Teacher	Century	June 1, 2018	
Stancil, Kenneth	Teacher	Valley	June 1, 2018	
Stepanski, Karen	Teacher	Muir	June 1, 2018	
Tory, Susan	Teacher	Sierra	June 1, 2018	
Witkowski, Donna	Teacher	Santiago	June 1, 2018	
Wycoff, Marina	Teacher	Saddleback	June 30, 2018	
RETIREMENTS 2017-18 (CORRECTION ON LAST DAY)				
Cooper, Leolani	Teacher	King	June 1, 2018	
Michelson, Rose	Teacher	Santa Ana	June 1, 2018	
Perez, Linda	Speech and Language Pathologist	Speech Department	June 1, 2018	
Russell-Garcia, Jacqueline	Career Community Educational Specialist	Transition Programs	June 29, 2018	
Wood, Jeanette	Teacher	Jefferson	June 1, 2018	

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RESIGNATIONS 2017-18				
Bondoc, Maria	Teacher	Godinez	April 13, 2018	
Swan, Bradley	Teacher	Chavez	March 13, 2018	
CHANGE IN STATUS				
Alvarez, Eliana	Teacher	Mitchell	August 11, 2017	From Temporary 44920 to Probationary I
Pulido, Analiz	Teacher	Mitchell	August 11, 2017	From Temporary 44920 to Probationary I
ABSENCE (3 to 20 duty days) - Without pay with Benefits				
Zambrano, Rachel	Psychologist	Psychological Services	March 28, 2018 - March 30, 2018	Childcare
LEAVE (21 duty days or more) - Without Pay and Without Benefits				
Mangiarotti, Alessandra	Teacher	Segerstrom	August 10, 2018 - May 31, 2019	Childcare
Shah, Julie	Teacher Effectiveness Coach	K-12 Curriculum Instruction/Staff Development	July 1, 2018 - June 30, 2019	Family Responsibilities
EXTENDED WORK YEAR 2017-18				
Ryan, Lisa	Psychologist	Psychological Services	December 4, 2017 - February 9, 2018	5 Additional Days

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
EXTRA DUTY 2017-18				
Bonilla, Evelyn	Speech and Language Pathologist	Speech Department	June 4, 2018 - June 29, 2018	Preschool Assessment
Corell, Julie	Speech and Language Pathologist	Speech Department	June 4, 2018 - June 29, 2018	Preschool Assessment
Culkin, Leticia	Psychologist	Psychological Services	June 11, 2018 - June 29, 2018	Preschool Assessment
Dolan, Laura	Speech and Language Pathologist	Speech Department	June 4, 2018 - June 29, 2018	Preschool Assessment
Herrera-Duarte, Araceli	Psychologist	Psychological Services	June 11, 2018 - June 29, 2018	Preschool Assessment
Hughes, Shawna	Teacher	Special Education	June 4, 2018 - June 29, 2018	Preschool Assessment
Parsel, Tori	Speech and Language Pathologist	Speech Department	June 4, 2018 - June 29, 2018	Preschool Assessment
Rezvani, Niloufar	Psychologist	Psychological Services	June 11, 2018 - June 29, 2018	Preschool Assessment
Sommer, Kimberly	Teacher	Mitchell	June 11, 2018 - June 29, 2018	Preschool Assessment
Tellez, Stephanie	Teacher	Mitchell	June 11, 2018 - June 29, 2018	Preschool Assessment

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
EXTRA DUTY 2017-18	(Continued)			
Thoms, Luz	Psychologist	Psychological Services	June 11, 2018 - June 29, 2018	Preschool Assessment

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 8, 2018**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RETIREMENTS				
Bui, Cam Ha	Community Worker	Monte Vista	May 31, 2018	
Colwell, Diana	Sr. Secretary	Child Development	April 12, 2018	
Flores, Myrna	Sr. Admin. Clerk	Transition Program	June 4, 2018	
Munoz, Susana	Nutrition Svcs. Lead-Satellite	Muir	July 20, 2018	
RESIGNATIONS				
Benton, Taylor	Nutrition Svcs. Lead-Prod. Kitchen	Nutrition Services	April 27, 2018	
Cordova, Jesus	Activity Supervisor	Wilson	March 5, 2018	
Flynn, Samantha	Instr. Asst. Sev. Dis.	Adams	April 20, 2018	
Garcia, Vanessa	After School IP	After School Programs	March 30, 2018	
Gomez, Maria L.	Activity Supervisor	Garfield	March 26, 2018	
Meza, Kristine	SSP Sp. Ed.	Lowell	May 2, 2018	
Membreno, Marisol	SSP Sp. Ed.	Fremont	April 11, 2018	
Ramos, Areadna	Preschool Teacher	ECE	April 27, 2018	
ABSENCES (3 to 20 duty days) - Without Pay				
Hinds, Kellie	Lead Headstart Teacher	Child Development	April 23, 2018 - April 27, 2018	
Ramirez, Carolyn	Autism Paraprofessional	Monte Vista	April 23, 2018 - May 18, 2018	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
ABSENCES (3 to 20 duty days) - Without Pay (Rescind)				
Diaz Gomez, Guadalupe	Nutrition Services Asst.	Nutrition Services	May 14, 2018 - May 25, 2018	
Marcial, Rosalva	Nutrition Services Asst.	Monte Vista	March 12, 2018 - March 20, 2018	
Velimiovich, Rosa	Preschool Teacher	ECE	June 12, 2018 - June 29, 2018	
MILITARY LEAVE				
Lopez, Victoria	After School IP	Villa	April 13, 2018 - April 16, 2018	
VOLUNTARY DEMOTION				
Solorio Caliz, Elena	Nutrition Svcs. Asst.	Saddleback	April 16, 2018	From Nutrition Svcs. Lead-Prod. Kitchen Grade/Step 21/1 to Grade/Step 14/3
PROBATIONARY APPOINTMENTS				
Arambula, Jesus	HVAC Mechanic I	Building Services	May 9, 2018	Grade/Step 30/1

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 8, 2018**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)				
Calderon Valenzuela, Isbenia	SSP Sp. Ed.	Thorpe	April 24, 2018	Grade/Step 19/1
Gonzales, Marie	Nutrition Services Asst.	Sierra	May 9, 2018	Grade/Step 14/1
Ramirez, Elizabeth	Teacher's Aide	ECE	April 30, 2018	Grade/Step 10/1
Rosales, Margarita	Preschool Teacher	ECE	April 23, 2018	Column III/C
Valencia, Melba	Community Worker	Headstart	May 9, 2018	Grade/Step 20/1
Venegas, Salvador	Instr. Asst. Automotive	ROP	April 9, 2018	Grade/Step 17/1
PROMOTIONAL APPOINTMENTS				
Marrufo, Yesenia	Autism Paraprofessional	Mitchell	April 23, 2018	From Instr. Asst. Sev. Dis. Grade/Step 20/5 to Grade/Step 24/4
Oropeza, Briana	Autism Paraprofessional	Mitchell	May 7, 2018	From Instr. Asst. Sev. Dis. Grade/Step 20/5 to Grade/Step 24/4
REASSIGNMENTS				
Duran, Cirenia	Nutrition Svcs. Asst.	Carr	April 26, 2018	From Sergerstrom

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
REASSIGNMENTS (Continuation)				
Marcial, Rosalva	Nutrition Svcs. Asst.	Carr	April 26, 2018	From Monte Vista
ADJUSTMENT OF WORKING ASSIGNMENTS				
Guzman, Edgar	Site Coordinator	Saddleback	May 9, 2018	From 9.5 months/4 hours to 12 months/8 hours
Parga, Frances	Teacher's Aide	ECE	April 23, 2018	From 9.5 months to 12 months
TEMPORARY ASSIGNMENTS				
Amezcuca, Jorge	Plant Custodian Elem.	Fremont	May 1, 2018 - May 31, 2018	Grade/Step 28/3
Chavez, Manuel	Police Lieutenant	School Police Services	January 1, 2018 - March 31, 2018	Level/Step 41/3 + Bil.
Espino, Hugo	Ld. Custodian HS	Building Services	May 1, 2018 - May 31, 2018	Grade/Step 28/5 + Diff.
Gallegos, Cirilo	Roving Lead Custodian	Building Services	February 5, 2018 - February 9, 2018	Grade/Step 28/5 + Diff.
Garcia, Elizabeth	Attendance Technician	Saddleback	March 15, 2018 - March 23, 2018	Grade/Step 24/1

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - May 8, 2018**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)				
Garcia, Jasmene	Site Coordinator	After School Programs	April 23, 2018 May 8, 2018	\$25 hourly rate
Goddard, Joshua	Asst. Dir. of Food Services	Nutrition Services	April 2, 2018 - May 31, 2018	Level 38/Step 1
Gonzalez, Gladys	Roving Lead Custodian	Building Services	May 1, 2018 - May 31, 2018	Grade/Step 28/2 + Diff.
Gonzalez, John	Plant Custodian Inter.	Building Services	April 2, 2018 - April 4, 2018	Grade/Step 32/1
Guzman, Edgar	Site Coordinator	Saddleback	April 23, 2018 May 8, 2018	\$25 hourly rate
Hill, Donald	Roving Lead Custodian	Building Services	May 1, 2018 - May 31, 2018	Grade/Step 28/5 + Diff.
Perez, Samuel	Mgr. of Custodial Services	Building Services	April 10, 2018 - April 13, 2018	Level/Step 22/1
Phillips, Kevin	Police Lieutenant	School Police Services	January 1, 2018 - March 31, 2018	Level/Step 41/3
Robles, Celeste	Site Coordinator	Harvey	March 12, 2018 - March 16, 2018	\$25 hourly rate
Ruiz, Daniel	Inter. Lead Custodian	Building Services	May 1, 2018 - May 31, 2018	Grade/Step 25/6 + Diff.
Vasquez, Elizabeth	Site Coordinator	Taft	April 23, 2018 - April 27, 2018	\$25 hourly rate
Zuniga, Eric	Instr. Asst. Sev. Dis.	Adams	April 20, 2018 - May 31, 2018	Grade/Step 20/2

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
HOURLY APPOINTMENTS				
Encizo Zacarias, Maribel	Instr. Asst. Provider	Valley	April 24, 2018	Grade/Step 16/1
Ibarra, Rosendo	Instr. Asst. Provider	Century	April 13, 2018	Grade/Step 16/1
Sandoval Pineda, Alondra	Instr. Asst. Provider	Segerstrom	April 24, 2018	Grade/Step 16/1
SUBSTITUTES				
Barari, Donna	Speech & Language Pathology Asst.		April 12, 2018	Grade/Step 19/1
Cabello, Jesus	Custodian		March 30, 2018	Grade/Step 23/1
Diaz, Alejandro	Instructional Assistant		April 12, 2018	Grade/Step 19/1
Gonzalez, Jonathan	Custodian		March 30, 2018	Grade/Step 23/1
Huizar Tovar, Eric	Instructional Assistant		April 12, 2018	Grade/Step 19/1
Lopez, Emmanuel	Custodian		April 23, 2018	Grade/Step 23/1
Lopez Delgado, Pedro	Custodian		March 30, 2018	Grade/Step 23/1
Mitchell, Cameron	Custodian		March 30, 2018	Grade/Step 23/1
Nieto, Jorge	Custodian		March 8, 2018	Grade/Step 23/1
Perez, Albert	Custodian		April 12, 2018	Grade/Step 23/1
Ramirez Cordero, Maria	Custodian		March 30, 2018	Grade/Step 23/1
Rodriguez, Laura	Instructional Assistant		April 2, 2018	Grade/Step 19/1
Sauceda, Paola	Clerical		April 9, 2018	Grade/Step 20/1
Schuler, Jamie	Speech & Language Pathology Asst.		April 12, 2018	Grade/Step 19/1
Torres Torres, Mario	Custodian		March 30, 2018	Grade/Step 23/1
Ugalde, Raul	Custodian		April 12, 2018	Grade/Step 23/1
Vazquez, Julia	Instructional Assistant		March 30, 2018	Grade/Step 19/1
Vega, Mario	Custodian		March 30, 2018	Grade/Step 23/1

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 8, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
ATHLETIC SPECIALIST				
Dailey, Mario	Asst. Football Coach	Saddleback	May 14, 2018	\$28.04
Martinez, Celeste	Asst. Cheer Coach	Godinez	April 16, 2018	\$22.43



Santa Ana Unified School District

BOARD POLICY NO: 7310

EFFECTIVE: 05/08/2018

REVIEWED: 04/24/2018

SUBJECT: NAMING OF A SCHOOL OR FACILITY, AND SPONSORSHIPS

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

SCOPE:

The Governing Board shall adopt all names for District facilities, including buildings and structures, spaces (both interior and exterior), landscapes, roads, collections, and programs (hereinafter "facilities"), in the District, including the various campuses of the District.

POLICY:

The purpose of this policy is to provide criteria and a process for the naming of facilities, including guidance on appropriate names, policies for memorializing a person of merit, and to clarify guidelines for sponsorships that involve naming and associated signage in exchange for funding to build or maintain District Facilities.

A. Naming of Facilities

Suggestions from the community and school sites may be submitted to the Assistant Superintendent of Facilities and Governmental Relations or Designee. Naming recommendations will be reviewed by the "Naming of Schools, Facilities, and Sponsorships Committee (Committee)," consisting of the President of the Governing Board or representative from its own membership and District staff as designated by the Superintendent.

The Committee will provide a timely response to all naming requests. Requests for naming rights to District or school facilities for financial consideration shall also be vetted by the Governing Board.

School or facility naming must comply with the following guidelines:

1. Individuals, living or deceased, who have made outstanding contributions to the District, community, county, state, nation or the world.
2. Individuals, living or deceased, or corporations who have made significant philanthropic contributions to the District.
4. The geographic area in which the school or building is located.

B. Memorial Naming Guidelines

1. Cost of Honoring a Community Member

- a. If the Governing Board chooses to honor community or retired staff members, it does so with an understanding that the District bears the entire cost of any corresponding signage, plaques, display cases, expenses of a dedication ceremony, and any other acknowledgments it deems appropriate. The funds for these honors come directly from the General Fund.



Santa Ana Unified School District

BOARD POLICY NO: 7310

EFFECTIVE: 05/08/2018

REVIEWED: 04/24/2018

SUBJECT: NAMING OF A SCHOOL OR FACILITY, AND SPONSORSHIPS

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

b. If a District facility has been sponsored (and has an approved sponsorship contract), the above costs may be borne by the sponsor.

2. Memorials to a deceased student, staff, or community member must be channeled into positive outcome such as: a scholarship or gift to the District in the persons honor; the planting of a tree; a day of service (in which participants complete a campus improvement project); relocatable bench or table that could have a small plaque no larger than 4" x 6" attached; or books for the library (with or without a frontispiece with the name of the honored person). An inscribed name on a donor wall or walk may also be considered. Self-standing plaques or headstones are not permissible. Gifts to school sites should be reviewed by District staff and the Committee to ensure that expenses are cost-neutral and appropriate to the campus.

3. The honor of naming a school facility after a community or retired staff member shall be with the consideration of the Governing Board and based on a history of outstanding support to the District and community, ties to the District, and/or positive accomplishments that serve as an example to the District and its community.

a. To create conformity with existing schools, the Governing Board should recognize that elementary schools have a tradition of being named after geographic sites, presidents, notable community members, notable historical figures and inventors.

b. Facilities that might serve the purpose of being named after an honored person could be: classrooms, libraries, cafeterias, multipurpose rooms, theaters, labs and maker spaces, offices, honor walls, sports facilities, stadiums, roadways, and quadrangles.

c. The Governing Board will consider cost and staff time for community and retired staff naming honors.

C. Sponsorship Naming Guidelines

1. Definitions:

Sponsorship: Any payment of money or other economic benefit to a school or to the District that requires visual, audio, or video placement of a name, slogan or product message on a District property, publication, or broadcast. The term sponsorship does not include traditional fundraising activities, such as magazine sales, nor does it apply to outright gifts to which no quid pro quo is attached.



Santa Ana Unified School District

BOARD POLICY NO: 7310

EFFECTIVE: 05/08/2018

REVIEWED: 04/24/2018

SUBJECT: NAMING OF A SCHOOL OR FACILITY, AND SPONSORSHIPS

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

2. Individuals, corporations and other organizations may be considered for naming recognition if they have made significant financial contributions to the District related to the naming opportunity. Decisions regarding such recognition are made on a case-by-case basis in accordance with the approval process contained in this policy and any other applicable District policies and shall also take into consideration the total cost of the project, the availability of other funds and the level of financial contribution. A bequest or legacy gift from a donor who is still alive will not normally be considered for a naming opportunity until such time as the gift is realized.
3. Sponsorships to name District facilities for a given donation to the District may include the naming of: classrooms, libraries, cafeterias, multipurpose rooms, theaters, labs and maker spaces, offices, honor walls, sports facilities, stadiums, roadways, and quadrangles.
4. The purpose of sponsorship is to supplement the diminishing funds needed to provide and maintain extraordinary learning environments. The District shall protect students and parents from exploitation and ensure that commercial activities do not interfere with educational programs. Except for instruction relating to sponsorship, students shall not be required to listen to, read, or be subjected to commercial advertising in the classroom or in school-provided materials or curriculum-related activities, except as provided by this policy. Revenue enhancement opportunities should be in keeping with the community standards of good taste, and promote positive values for the students of the District.
5. Sponsorship Regulations:
 - a. Permitted Sponsorship Activities:
A sponsorship, as defined by this policy, shall only be allowed if it is in compliance with this policy, fits one or more of the following categories, and is approved by the Superintendent or designee.
 - i. Sponsorship paid for placement in school student publication or other District publication;
 - ii. Pre-existing advertising space maintained for community businesses;
 - iii. Paid sponsorship signs on school property or at school events that meet local sign ordinances and comply with this policy;
 - iv. The display of product names on vending machines appropriately placed in the school for the use of students, staff, and the public
 - v. Sponsorship ads that appear when students are using various internet services
 - vi. Building naming signage
 - b. Prohibited Commercial Activities:
No sponsorship shall be accepted if it:



Santa Ana Unified School District

BOARD POLICY NO: 7310

EFFECTIVE: 05/08/2018

REVIEWED: 04/24/2018

SUBJECT: NAMING OF A SCHOOL OR FACILITY, AND SPONSORSHIPS

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

- i. Is associated with tobacco, alcohol, illegal drugs or weapons;
- ii. Promotes hostility, disorder, or violence;
- iii. Contains vulgar, abusive, obscene, or sexually explicit language and/or imagery;
- iv. Is libelous;
- v. Demears or discriminates against any person or group on the basis of race, gender, ethnicity, age, disability, or religion;
- vi. Advocates the violation of law;
- vii. Inhibits the functioning of the school and/or the District;
- viii. Advocates any religious or political purpose or interests;
- ix. Promotes, favors, or opposes a candidate for elected office or a ballot measure;
- x. Is associated with any company or individual whose actions are inconsistent with District's educational mission, policies, goals or community values; or
- xi. Is otherwise in violation of the law; or
- xii. Is otherwise deemed unfit by the Superintendent or designee.

6. Distribution of Funds:

- a. The collection of funds from sponsorship activities will be organized and accounted for by the Assistant Superintendent of Business Services. These funds will be accounted for annually with a report to the Governing Board that will be posted on the District website for public viewing.
- b. No portion of the sponsorship funds will be used for general fund purposes including administration salaries.

D. Duration of Naming Rights

Naming of facilities, spaces, endowments and programs in honor of individuals is generally expected to last the lifetime of the facility, space, endowment, or program.

However, the Board recognizes that conditions may arise where the renaming of such buildings, sites, and/or facilities may be appropriate or necessary. The renaming of existing buildings, sites, and/or facilities shall occur only at the discretion of the Board. Naming of facilities, spaces, endowments and programs in honor of corporations or other organizations will have a set number of years attached to the naming, which will be determined on a case-by-case basis and listed in the signed contract or gift agreement. Naming associated with a particular facility, space, endowment, or program will not preclude further naming within the facility, space, endowment or program.



Santa Ana Unified School District

BOARD POLICY NO: 7310

EFFECTIVE: 05/08/2018

REVIEWED: 04/24/2018

SUBJECT: NAMING OF A SCHOOL OR FACILITY, AND SPONSORSHIPS

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

E. Board/Superintendent Discretion

The meeting of the criteria provided in this policy established minimum qualifications for a naming opportunity. The Board (or the Superintendent, in conformity with this policy) retains the discretion to approve or disapprove of names at its sole discretion.

DESIRED OUTCOME:

The naming of District buildings and structures, spaces (both interior and exterior), landscapes, roads, collections, and programs in the District, including the various campuses of the District and their associated classrooms, libraries, cafeterias, multipurpose rooms, theaters, labs and maker spaces, offices, honor walls, sports facilities, stadiums, roadways, quadrangles, and the like, requires review by the Superintendent, or designee and approval by the Governing Board.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

Administrative Regulation 7310, Naming of a School or Facility, and Sponsorships

Legal References:

EDUCATION CODE

7050-7058 Political Activities of School Employees and Officers

35160 Authority of Governing Boards

35160.1 Authority of School District

35172 Promotional Activities

35182.5 Sale of Advertising Products

38130-38138 Civic Center Act

48907 Student Exercise of Free Expression

51520 Prohibited Solicitations

ADOPTION AND REVISION HISTORY:

Adopted: (4-76 7-86 7-00 5-18)

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

MINUTES

SPECIAL BOARD MEETING
SANTA ANA BOARD OF EDUCATION

May 15, 2018

CALL TO ORDER

Board President Amezcua called the meeting to order at 5:45 p.m. Other members in attendance were Dr. Rodriguez, Dr. Alvarez, Ms. Iglesias and Mr. Palacio.

Cabinet members present were Dr. Phillips, Dr. Heatley, Dr. Jimenez, Mr. McKinney, Dr. Allen, Dr. Helguera, Dr. Llamas, Mr. Roychowdhury, and Mr. Williams.

PLEDGE OF ALLEGIANCE

Miguel Sanchez, student athlete led the Pledge of Allegiance.

RECOGNITIONS / ACKNOWLEDGMENTS

Spring High School Sports Recognition

The Board of Education recognized the following student athletes:

Century High School

Maybeline Alvarado
Samantha Lopez
Nathalia Lopez
Citlaly Rivera
Melvin Guardado
Juliana Agustin
Jacqueline Alvarez
Stephanie Herrera
Nathalia Lopez
Samantha Lopez
Esmeralda Ocampo

Orange League

Varsity Track & Field
Varsity Track & Field
Varsity Track & Field
Varsity Track & Field
Varsity Track & Field
Varsity Track & Field
Varsity Track & Field
Varsity Track & Field
Varsity Track & Field
Varsity Track & Field
Varsity Track & Field

Godinez Fundamental High School

Natalie Carlos
Samantha Cervantes
Sabrina Garcia

Orange Coast League

Varsity Girls' Softball
Varsity Girls' Softball
Varsity Girls' Softball

Hailey Guillen	Varsity Girls' Softball
Brianna Lopez	Varsity Girls' Softball
Amanda Mendoza	Varsity Girls' Softball
Alexandra Molina	Varsity Girls' Softball
Liliana Navarro	Varsity Girls' Softball
Arianna Rivero	Varsity Girls' Softball
Raelene Sanchez	Varsity Girls' Softball
Danielle Segura	Varsity Girls' Softball
Khang Bui	Varsity Boys' Tennis
Kevin Cao	Varsity Boys' Tennis
Alexis Gonzalez	Varsity Boys' Tennis
Vincente Mai	Varsity Boys' Tennis
Daniel Nguyen	Varsity Boys' Tennis
Bryant Nguyen	Varsity Boys' Tennis
Blake Pham	Varsity Boys' Tennis
Brandon Phan	Varsity Boys' Tennis
Nick Tran	Varsity Boys' Tennis
Brian Tran	Varsity Boys' Tennis
Anthony Truong	Varsity Boys' Tennis
Ethan Vu	Varsity Boys' Tennis
Cesar Aguilar	Varsity Boys' Baseball
Adrian Alvarez	Varsity Boys' Baseball
Stephen Araiza	Varsity Boys' Baseball
Andrew Barajas	Varsity Boys' Baseball
Alejandro Colin	Varsity Boys' Baseball
Eduardo De La Torre	Varsity Boys' Baseball
Brian Flores	Varsity Boys' Baseball
Kristian Landeros-Sosa	Varsity Boys' Baseball
Tyler Lopez	Varsity Boys' Baseball
Enrique Morales	Varsity Boys' Baseball
Antonio Muñoz	Varsity Boys' Baseball
Martiniano Najera	Varsity Boys' Baseball
Anthony Noriega	Varsity Boys' Baseball
Santiago Noriega	Varsity Boys' Baseball
Nicholas Ochoa	Varsity Boys' Baseball
Donovan Orozco	Varsity Boys' Baseball
Basilio Pacheco	Varsity Boys' Baseball
Alejandro Peredo	Varsity Boys' Baseball
Ezekiel Sandoval	Varsity Boys' Baseball
Andrew Zatarain	Varsity Boys' Baseball
Daniel Acosta	Varsity Track & Field

Kristian Aguilar	Varsity Track & Field
Anthony Anguiano	Varsity Track & Field
Kevin Bravo	Varsity Track & Field
Eduardo Cabanas	Varsity Track & Field
Cristian Carmona	Varsity Track & Field
Cristian Castillo	Varsity Track & Field
Pedro De Allende	Varsity Track & Field
Marvin Elias	Varsity Track & Field
Eric Garcia	Varsity Track & Field
Ruben Garcia	Varsity Track & Field
Anthony Gomez	Varsity Track & Field
Emmanuel Guerrero	Varsity Track & Field
Bryan Habas	Varsity Track & Field
Christopher Ibarra	Varsity Track & Field
Joshua Jimenez	Varsity Track & Field
Carlos Mejia	Varsity Track & Field
Alexander Miranda	Varsity Track & Field
Ricardo Montes	Varsity Track & Field
Marques Morales	Varsity Track & Field
Johnny Nguyen	Varsity Track & Field
Anthony Ortiz	Varsity Track & Field
Houston Santillan	Varsity Track & Field
Andrew Schouw	Varsity Track & Field
Walter Scott	Varsity Track & Field
Silvestre Silva	Varsity Track & Field
John Vega	Varsity Track & Field
Omar Vega	Varsity Track & Field
Eduardo Zamora	Varsity Track & Field
Paola Aguilera	Varsity Track & Field
Alexa Barajas	Varsity Track & Field
Nyree Brown	Varsity Track & Field
Vivian Chavez	Varsity Track & Field
Paige Dinh	Varsity Track & Field
Victoria Do	Varsity Track & Field
Jeymi Gonzalez	Varsity Track & Field
Milly Gonzalez	Varsity Track & Field
Amanda Guardado	Varsity Track & Field
Emily Heller	Varsity Track & Field
Jessica Lam	Varsity Track & Field
Tiffany Lawson	Varsity Track & Field
Vania Llamas	Varsity Track & Field

Adan Arambulo	Varsity Boys' Volleyball
Eli Arambulo	Varsity Boys' Volleyball
Jason Bermudez	Varsity Boys' Volleyball
Jack Cenicerros	Varsity Boys' Volleyball
Kevin Gil	Varsity Boys' Volleyball
Jonathan Hernandez	Varsity Boys' Volleyball
Daniel Ibarra	Varsity Boys' Volleyball
Brian Juarez	Varsity Boys' Volleyball
Hector Molina	Varsity Boys' Volleyball
Jose Sanchez	Varsity Boys' Volleyball
Anh Nguyen	Varsity Boys' Swimming
Fidel Rivera	Varsity Track & Field
Jonathan Navarro	Varsity Track & Field
Eric Pineda	Varsity Track & Field
Mauricio Manzanares	Varsity Track & Field
Malcom Wesley	Varsity Track & Field

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned by Board President Amezcua at 6:24 p.m.

The next Regular Meeting will be held on Tuesday, May 22, 2018, at 6:00 p.m.

ATTEST:

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

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Orange County Department of Education Third Quarterly Report on Williams Settlement Legislation for 2017-18 Fiscal Year**

ITEM: **Consent**

SUBMITTED BY: **Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services**

BACKGROUND INFORMATION:

The purpose of this agenda is to present to the Board the results of the Williams Settlement Legislation 2017-18 third quarter report. To ensure compliance, the Orange County Department of Education (OCDE) is charged with the responsibility to conduct site reviews at deciles 1-3 schools. The misassignments were in the areas of Science, Foreign Language, and Business. Corrective measures for the misassignments have been taken.

ITEM SUMMARY:
<p>As required by California Education Code section 1240(2)(H), this report is to be provided to the Board of Education at a regularly scheduled meeting held in accordance with public notification requirements.</p>

RATIONALE:

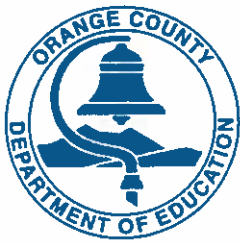
The report represents activity conducted by the OCDE during January, February, and March. OCDE requires that school districts report the findings at a regularly scheduled meeting, both quarterly and annually. Attached is the report summary.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Presented for information.



Reviewed

RECEIVED

APR 27 2018

SUPERINTENDENT'S OFFICE

April 27, 2018

To: Stefanie Phillips, Ed.D., Superintendent, Santa Ana Unified School District

From: Nicole Savio Newfield, Administrator, Community and Student Support Services

Subject: Williams Settlement Legislation 3rd Quarter Report

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

I am pleased to provide the third quarter Williams Settlement Legislation report for the 2017-18 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during January, February, and March 2018. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

THIRD QUARTER REPORT

School Accountability Report Card

- In March 2018, all schools in deciles 1-3 were required to submit to OCDE the School Accountability Report Card (SARC) published in the 2017-18 school year. OCDE conducted a review to verify the accuracy of data reported on the SARC with respect to the sufficiency of instructional materials and the condition of facilities. SARC verification results are enclosed.

Teacher Assignment Monitoring

- In March 2018, OCDE conducted reviews to identify any teacher misassignments or vacancies at schools in deciles 1-3. Results are enclosed.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the second quarter.
- No complaints were filed in your district during the period of October through December 2017.

Upcoming Quarter

- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you and your staff for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ts

Enclosures

c: Al Mijares, Ph.D., County Superintendent of Schools
Maria Ortiz, Senior Executive Secretary

RECEIVED

MAY 03 2018

DEPUTY SUPERINTENDENT'S OFFICE

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Williams Settlement Legislation
3rd Quarter Report 2017-18
Santa Ana Unified School District

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION

The SARCs published in 2017-18 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Carver Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Century High	March 22, 2018	Yes	N/A	Yes	N/A
Davis Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Garfield Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Heroes Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Hoover Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Kennedy Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Lathrop Intermediate	March 22, 2018	Yes	N/A	Yes	N/A
Lincoln Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Lowell Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Mcfadden Intermediate	March 22, 2018	Yes	N/A	Yes	N/A
Pio Pico Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Roosevelt Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Saddleback High	March 22, 2018	Yes	N/A	Yes	N/A
Santa Ana High	March 22, 2018	Yes	N/A	Yes	N/A
Sepulveda Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Sierra Intermediate	March 22, 2018	Yes	N/A	Yes	N/A



Orange County Department of Education
Williams Settlement Legislation
 3rd Quarter Report 2017-18
 Santa Ana Unified School District

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION (Continued)

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Conditions Discrepancies
Spurgeon Intermediate	March 22, 2018	Yes	N/A	Yes	N/A
Valley High	March 22, 2018	Yes	N/A	Yes	N/A
Walker Elementary	March 21, 2018	Yes	N/A	Yes	N/A
Willard Intermediate	March 22, 2018	Yes	N/A	Yes	N/A
Wilson Elementary	March 21, 2018	Yes	N/A	Yes	N/A



Orange County Department of Education
Williams Settlement Legislation
3rd Quarter Report 2017-18
Santa Ana Unified School District

TEACHER ASSIGNMENT MONITORING

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



Orange County Department of Education
Williams Settlement Legislation
 3rd Quarter Report 2017-18
 Santa Ana Unified School District

TEACHER ASSIGNMENT MONITORING SUMMARY (Continued)

School	Teacher Misassignments ¹	Teacher Misassignments Corrected	English Language Learner Misassignments	Teacher Vacancies ²	Teacher Vacancies Filled
Spurgeon Intermediate	1	1	0	0	0
Valley High	0	0	0	0	0
Walker Elementary	0	0	0	0	0
Willard Intermediate	0	0	0	0	0
Wilson Elementary	0	0	0	0	0

Respectfully submitted,

Nicole Savio Newfield

Administrator, Community and Student Support Services

4/27/18

Date

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

² A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval of School Board to Attend California School Board Association's 2018 Leadership Institute July 13-14, 2018 in Sacramento, California**

ITEM: **Consent**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for Board President Amezcua, Board Vice President Rodriguez, Board Clerk Alvarez, and Board Member Palacio to attend California School Board Association's (CSBA) 2018 Leadership Institute July 13-14, 2018 in Sacramento, California. In its second year, the Leadership Institute provides new content, ideas and resources to facilitate each attendee's growth in their leadership role through networking, skill building and knowledge sharing.

RATIONALE:

This year's event will focus on STEM learning and equity through policy and practice. Sessions are designed to provide tools/resources for school board members to develop leadership skills in order to promote local district policy making and practices that support the growth of STEM with an emphasis on equity, access and excellence. In addition, with school safety being top of mind for education leaders, CSBA is incorporating a special workshop to address school safety.

FUNDING:

General Funds: \$5,430

RECOMMENDATION:

Approve the School Board to Attend California School Board Association's 2018 Leadership Institute July 13-14, 2018 in Sacramento, California.

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval of Board Vice President Rodriguez’s Attendance to the 2018 Summer Institute for Teachers July 25-27, 2018 and July 30-31, 2018 in Pasadena, California**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for Board Vice President Rodriguez to attend the 2018 Summer Institute for Teachers July 25-27, 2018 and July 30-31, 2018 in Pasadena, California.

RATIONALE:

The Summer Institute for Teachers is an intensive five-day interactive experience based on the proven and award-winning Doreen Nelson Method of Design-Based Learning (DBL).

FUNDING:

General Funds: \$1,010

RECOMMENDATION:

Approve Board Vice President Rodriguez’s Attendance to the 2018 Summer Institute for Teachers July 25-27, 2018 and July 30-31, 2018 in Pasadena, California.

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval of Board President Amezcua and Board Member Iglesias to Attend the Harvard Graduate School of Education – Professional Education / Family Engagement Education July 23-26, 2018 in Cambridge, Massachusetts**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for Board President Amezcua and Board Member Iglesias to attend the Harvard Graduate School of Education – Professional Education / Family Engagement in Education July 23-26, 2018 in Cambridge, Massachusetts. Priority application is Monday, June 11, 2018. Applications will be reviewed and tuition will be at \$2,500 per person.

RATIONALE:

Family Engagement in Education prepares educators to create a school culture that honors and respects the knowledge that families bring to the learning process. With guidance from Harvard faculty and district and community leaders, participants study best practices in family engagement and identify strategies they can use to promote student learning and improve educational outcomes for all.

FUNDING:

General Funds: \$13,282

RECOMMENDATION:

Approve Board President Amezcua and Board Member Iglesias to Attend the Harvard Graduate School of Education – Professional Education / Family Engagement Education July 23-26, 2018 in Cambridge, Massachusetts.

AGENDA ITEM BACKUP SHEET
May 22, 2018

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: **Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture**

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>2</u> • Eligible to reapply: <u>05/22/19</u> • Placement: <u>OCDE and 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: May 22, 2018

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm.</u> <u>Options</u>	<u>Placement</u>	<u>Date Eligible</u> <u>to Reapply</u>
1.	335357	Chavez/11	B, .7	2A	OCDE	05/22/19
2.	366106	McFadden/7	C	2A	REACH Academy	05/22/19

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

- | | |
|--|---|
| <ul style="list-style-type: none"> (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 | <ul style="list-style-type: none"> (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
May 22, 2018

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: **Sonia R. Llamas, Ed.D., L.C.S.W., 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. 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.

ITEM SUMMARY:

- 3 field trips for approval
- Schools requesting: Santiago, Speech & Debate Program, and Villa Fundamental
- 64 students in total
- 9 certificated and 7 classified chaperones in total
(At least 1 certificated staff member is assigned to each field trip per BP)
- \$124,300 total cost of field trips

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.

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - May 22, 2018

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
May 18-19, 2018 (Friday - Saturday) Ratification	Santiago School Globe Symposium NASA Ames Research Center Mountain View, CA	\$2,000.00 per student (s) (cost paid by NASA Globe Organization)	5	2
June 4-9, 2018 (Monday - Saturday)	Villa Fundamental Intermediate School 8th Grade Student Tour Empire State Building, Arlington Cemetery, Mount Vernon, Smithsonian Museums, & more Washington D.C. & New York, NY	\$2,400.00 per student (s) (cost paid by donations & fundraising)	11	3
June 16-23, 2018 (Saturday - Saturday)	Speech & Debate Program Greater Fort Lauderdale/Broward County Convention Center Fort Lauderdale, FL	\$1,300.00 per student (s) (cost paid by donations, Site Discretionary, Title I, & Teaching & Learning)	48	11

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

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Santiago School students to participate in the Globe Symposium at the NASA Ames Research Center in Mountain View, CA. The trip will be May 18-19, 2018.
<u>OVERVIEW:</u>	Santiago School is requesting their students to participate in the Globe Symposium in Mountain View, CA.
<u>RATIONALE:</u>	Teachers, students, US partnerships, scientists, and alumni are invited to gather and discuss Globe student research projects. This two-day event will include presentations of the students-research entries to reviewers, a tour of NASA Ames facilities, professional developments for teachers, and collaboration with participants from the Pacific Region (other schools from Nevada, California, and Hawaii). Students will receive feedback on their data collecting with NASA protocols and guidelines used by NASA scientists.
<u>PARTICIPANTS:</u>	5 students and 2 chaperones (2 certificated).
<u>COSTS:</u>	\$2,000 per student – To include lodging, meals, and travel
<u>FUNDING:</u>	Cost paid by NASA Globe Organization
<u>RECOMMENDATION:</u>	Approve the request for Santiago School students to participate in the Globe Symposium at the NASA Ames Research Center in Mountain View, CA on May 18-19, 2018.

* EC 35330

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

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Villa Fundamental Intermediate students to attend the 8th Grade Student Tour to Washington D.C. and New York, NY. The trip will be June 4-9, 2018.
- OVERVIEW:** Villa Fundamental Intermediate School is requesting authorization for their students to attend the 8th Grade Student Tour in Washington D.C. and New York, NY.
- RATIONALE:** Students will get an opportunity to see their government at work in our nation's capital. They will get to visit Boston, Quincy Market, the Freedom trail, Salem, Independence Hall, the Empire State Building, the Statue of Liberty, the Smithsonian Museums, Arlington Cemetery, in addition to other sites. This trip will help to fulfill the curricular requirements of civic literacy and citizenship. Furthermore, the experience will enrich the lessons covered in their U.S. History, math, and language arts classes, promote patriotism, and leave a lasting positive memory of their educational experience at Villa.
- PARTICIPANTS:** 11 students and 3 chaperones (2 certificated and 1 classified)
- COSTS:** \$2,400.00 per student – To include lodging, meals, and travel
- *FUNDING:** Cost paid by donations and fundraising funds
- RECOMMENDATION:** Approve the request of the extended field trip for Villa Fundamental Intermediate students to attend the 8th Grade Student Tour to Washington D.C. and New York, NY on June 4-9, 2018.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for the top Speech and Debate students to compete in the National Speech and Debate Association (NSDA) National Speech and Debate Tournament at the Greater Fort Lauderdale/Broward County Convention Center in Fort Lauderdale, FL. The trip will be on June 16-23, 2018.
- OVERVIEW:** Speech and Debate is requesting approval for their top students to compete in the NSDA National Speech and Debate Tournament in Fort Lauderdale, FL.
- RATIONALE:** This National Tournament will provide an opportunity for our students to compete at the highest level in speech and debate. This trip will introduce the talent we develop in Santa Ana to the rest of the country. Many college speech scouts attend that tournament to recruit students. Our students will have success and we will continue to demonstrate to our community and those around us that we offer the best education in Forensics competition.
- PARTICIPANTS:** 48 students and 11 chaperones (5 certificated and 6 classified)
- COSTS:** \$1,300.00 per student - To include lodging, meals, and transportation
- *FUNDING:** Cost paid by donations, Site Discretionary, Title I, and Teaching and Learning funds
- RECOMMENDATION:** Approve the request of the extended field trip for the top Speech and Debate students to compete in the National Speech and Debate Association National Speech and Debate Tournament at the Greater Fort Lauderdale/Broward County Convention Center in Fort Lauderdale, FL on June 16-23, 2018.

* 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
May 22, 2018

Board Meeting

TITLE: **Approval of Memorandum of Understanding with Fullerton School District to Participate in the 2018 Summer Speech and Debate Camp**

ITEM: **Action**

SUBMITTED BY: **Daniel Allen, Ed.D., Assistant Superintendent, Teaching and Learning**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the memorandum of understanding with the Fullerton School District to allow up to 50 students to participate in the 2018 SAUSD Summer Speech and Debate Camp on a fee-for-services basis.

ITEM SUMMARY:

- The District has established a high quality summer speech and debate program that serves over 200 SAUSD students
- The MOU would allow up to 50 students from Fullerton School District to participate in the 2018 SAUSD Summer Speech and Debate Camp

RATIONALE:

Our summer speech and debate program has proven to be a critical investment in strengthening our speech and debate program across the District. Positive reinforcement about the program has spread and the District has the opportunity to secure ongoing financial support by providing the opportunity for students from Fullerton School District to participate in the summer camp. These students will also participate at our speech and debate tournaments during the year. The majority of these students come from Title I populated schools in Fullerton.

LCAP Goal 2.3: “Increase resources to schools to support extracurricular programs for students.”

FUNDING:

Revenue to Speech and Debate Program: \$40,000

RECOMMENDATION:

Approve the memorandum of understanding with Fullerton School District to participate in the 2018 Summer Speech and Debate Camp.

Program Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Fullerton School District, 1401 W. Valencia Drive, Fullerton, CA 92833 hereinafter referred to as “PROGRAM RECIPIENT.”

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided to PROGRAM RECIPIENT:** Up to 50 students may attend the DISTRICT’s summer enrichment speech and debate program. The program goes from 8:00 AM to 12:00 PM Monday through Friday, excluding July 4, 2018.
2. **Term:** PROGRAM RECIPIENT shall commence receiving services under this AGREEMENT on **7/2/2018** and will diligently perform as required and complete performance by **7/27/2018**.
3. **Compensation:** PROGRAM RECIPIENT agrees to pay the DISTRICT \$800 per student for up to 50 students, for services satisfactorily rendered pursuant to this AGREEMENT for a total fee not to exceed Forty Thousand Dollars (\$40,000).
4. **Invoices:** DISTRICT will submit an invoice to the PROGRAM RECIPIENT and payment shall be made within 30 days of the invoice date.
5. **Copyright/Trademark/Patent:** PROGRAM RECIPIENT understands and agrees that all matters produced under this AGREEMENT are the property of DISTRICT and cannot be used without DISTRICT’s express written permission.
6. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT. Written notice by DISTRICT shall be sufficient to stop further services. Notice shall be deemed given when received by the PROGRAM RECIPIENT or no later than three days after the day of mailing, whichever is sooner.

7. **Hold Harmless:** PROGRAM RECIPIENT 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 PROGRAM RECIPIENT or any person, firm or corporation employed by the PROGRAM RECIPIENT, 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 PROGRAM RECIPIENT, or any person, firm or corporation employed by the PROGRAM RECIPIENT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

8.. **Insurance:** Each party shall retain self-insurance for the duration of the services to be provided.

9. **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.

10. **Nondiscrimination:** PROGRAM RECIPIENT 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.

11. **Non Waiver:** The failure of DISTRICT or PROGRAM RECIPIENT 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.

12. **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:

**Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833**

12. **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.

14. **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.

15. **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.

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

THIS AGREEMENT IS ENTERED INTO THIS 16TH DAY OF APRIL, 2018.

DISTRICT:

~~PROGRAM RECIPIENT:~~ DISTRICT

By: _____
Signature

By:  _____
Signature

Manoj Roychowdhury

Printed Name

Robert Pletka, Ed.D.

Printed Name

Assistant Superintendent, Business
Services

Title

Superintendent

Title

Date Signed

5-8-2018

Date Signed

AGENDA ITEM BACKUP SHEET

May 22, 2018

Board Meeting

TITLE: Approval of Memorandum of Understanding with the California Institute of Technology and Jet Propulsion Laboratory for June 4 through July 27, 2018

ITEM: Consent

SUBMITTED BY: Daniel Allen, Ed.D., Assistant Superintendent, Teaching and Learning

PREPARED BY: Don Isbell, Director, Career Technical Education

BACKGROUND INFORMATION:

California Institute of Technology (Caltech) and Jet Propulsion Laboratory (JPL) will allow ten students to participate in the JPL Space Summer High School Internship Program (SpaceSHIP).

RATIONALE:

The purpose of this agenda item is to seek Board approval of the memorandum of understanding for ten students to participate in the JPL SpaceSHIP program at the National Aeronautics and Space Administration's (NASA) famed JPL Pasadena headquarters. This program will run eight-week, from June 4 through July 27, 2018. The JPL SpaceSHIP internship will provide an in-depth experience in the world of high-tech engineering. JPL, along with NASA scientists, reviewed thirty-six applications and selected students to interview. Ten students were selected, from the interview, for this highly-competitive 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. Two certificated staff members will rotate chaperoning the students. Students will provide their own lunch.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Eight-week engineering internship learning directly from NASA scientists • Extensive science research and project-based learning • 10 selected students from Godinez Fundamental, Saddleback, Segerstrom, and Valley High Schools will participate

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

FUNDING:

Career Technical Education Funds: \$21,000 for transportation

RECOMMENDATION:

Approve memorandum of understanding with the California Institute of Technology and Jet Propulsion Laboratory for June 4 through July 27, 2018.

DA:DI:mo

**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. 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.

VI. 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).

VII. 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, 2018, 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.

VIII. Points of Contact

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

FOR SAUSD:	FOR JPL:
	David Seidel
	Manager, STEM Elementary and Secondary Education
	Jet Propulsion Laboratory Mail Stop 180-109 4800 Oak Grove Drive Pasadena CA 91109

IX. Amendments / Modifications

Any changes to this document will be in writing.

X. Attachments and Exhibits

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

None.

Date: _____

Name: _____

Title: _____

Santa Ana Unified School District

Laurie Cantillo

Date: *5/2/18*

~~W. Michael Greene~~ *Laurie Cantillo*

Deputy Director, Communications and Education

California Institute of Technology

Jet Propulsion Laboratory

**AGENDA ITEM BACKUP SHEET
May 22, 2018**

Board Meeting

TITLE: Approval of Agreement with Padres Unidos - “School Readiness/Parents As Teacher” Summer Program

ITEM: Consent

SUBMITTED BY: Daniel Allen, Ed.D., Assistant Superintendent, Teaching and Learning

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with Padres Unidos – “School Readiness/Parents As Teachers” summer program. Padres Unidos has been a part of the parent support, outreach and education initiative in the District since 1999. The first 12 years, through the Orange County Department of Social Services collaboration

ITEM SUMMARY:

- Start Date: June 1, 2018
- End Date: August 12, 2018
- Padres Unidos will provide 30 hours of classroom instruction summer program for kindergarten parents and students
- Agreement will provide parent trainings to 6 elementary schools

RATIONALE:

Padres Unidos will provide parent education modules:

- Parent Unidos will provide 30 hours of instruction will be broken out into three-hour classes and will incorporate in-class school readiness strategies and socio-emotional development.
- The two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.
- The modules are facilitated by Padres Unidos Educators and volunteers at an eight-to-one ratio.

This program will be implemented at Davis, Garfield, Jefferson, Madison, Martin, and Santiago elementary schools.

LCAP Goal 3.7: “Establish parenting programs that support student success including, but not limited to Parents Investing in Quality education (PIQE) and other family services; expand the use of school-based Parent and community Liaisons, expanding structured recess at elementary schools, offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.”

FUNDING:

Various School Site Funds: \$39,000

RECOMMENDATION:

Approve the agreement with Padres Unidos – “School Readiness/Parents As Teacher” summer program.

DA:mjo

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and **Padres Unidos, PO Box 1258, Santa Ana, CA 92702** 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:**

Padres Unidos will provide 30 hours of classroom instruction for up to 40 registered SAUSD transitional kindergarteners or kindergarteners and 40 parents of the following schools:

- Davis, Garfield, Jefferson, Madison, Martin, and Santiago elementary schools.

The 30 hours of instruction will be broken out into three-hour classes and will incorporate in-class school readiness strategies and socio-emotional development. The two components are delivered simultaneously in separate classrooms, one for the parents and one for the children. The modules are facilitated by Padres Unidos Educators and volunteers at an eight-to-one ratio.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **6/1/2018** and will diligently perform as required and complete performance by **8/12/2018**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty-Nine Thousand Dollars (\$39,000).

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

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

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

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:

**Padres Unidos
PO Box 1258
Santa Ana, CA 92702**

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 23RD DAY OF APRIL, 2018.

DISTRICT:

CONTRACTOR:

By: _____
Signature

By: Patricia Hunt MSW
Signature

Manoj Roychowdhury
Printed Name

PATRICIA HUNT MSW
Printed Name

Assistant Superintendent, Business
Services
Title

CEO Padres Unidos
Title

Date Signed

4-30-2018
Date Signed

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

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Acceptance of SunPower Corporation Grant Funding for 2018-19 School Year

ITEM: Consent

SUBMITTED BY: Daniel Allen, Ed.D., Assistant Superintendent, 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 2018-2019 school year. SunPower will provide funding for 40 students to participate in a summer high school internship program at Santa Ana College. This is the sixth year that we have participated in this program.

ITEM SUMMARY:
<ul style="list-style-type: none"> • 40 hours of solar work-based learning • Sixth year of SunPower Solar Science Academy internship program • 40 intermediate (incoming grade 9) students will participate • Support for Century High School's solar car project

RATIONALE:

Students, from each intermediate site, will be provided the opportunity to complete applications for the 2018 SunPower Solar Science Academy experience. This week-long internship program will provide incoming freshmen students with an in-depth experience in solar energy. Students will complete 40 hours of training in engineering, solar science, and renewable energy resources. The summer program 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. Additionally, SunPower will continue to provide support to Century High School's Engineering program and their solar racecar. SunPower will provide transportation for the students.

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

FUNDING:

SunPower Corporation Grant Funds: \$6,000

CTE Funds (In-kind) Funds: \$4,908

RECOMMENDATION:

Accept the SunPower Corporation grant funding for the 2018-19 school year.

SUNPOWER®

This Sponsorship Agreement (this "Agreement"), between SunPower Corporation ("SunPower") and Santa Unified School District (the "District"), takes effect on May 23, 2018 (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 2018;

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.

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 2018 Scope	2018 In kind	2018 Cash	Notes
SunPower swag (bags, waterbottles, t shirts, USB, etc)	2,508.00		
Soft copy of updated curriculum	2,000.00		
Stipend per student		6,000	\$150 for 40 students
Stipend per TA			
Secure GRID Alternatives speaker			
SunPower speaker			
SunPower employee support 1 or 2 days			
SunPower/solar industry judges for graduation day	400.00		
Future 2016 spring event internships with Vital Link			
snacks - 5 days	0.00		
Academy lunch 4 days			
Academy lunch graduation day	0.00		
2018 Subtotal	\$4,908.00	\$6,000.00	
Grand Total	\$10,908.00		

- i. SunPower will provide \$6,000 in cash, and in-kind consideration valued at \$4,908, to the District (or to Vital Link or any third-party designated by the District) as required in connection with the 2018 SunPower Solar Energy Academy by June 31, 2018.
 - ii. 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.
- 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: Eric Potts _____
Title: VP, Commercial Operations _____

Santa Ana Unified School District

By: _____
Name: _____
Title: _____

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: Explorations and Solar Economics
- Day Four: Careers & Opportunities
- Day Five: Final Presentations & Graduation

C. Locations & Dates:

- June 2018
- Santiago Canyon College or Santa Ana College

2. Members of Project Team:

A. The District:

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

B. SunPower Corporation:

- Renee Solari, Sr. 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 BACK-UP SHEET
May 22, 2018

Board Meeting

TITLE: Approval of Agreement with Atkinson, Andelson, Loya, Ruud & Romo for 2018-19 Fiscal Year

ITEM: Consent

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of agreement with Atkinson, Andelson, Loya, Ruud & Romo for District legal services for various departments for the 2018-19 fiscal year.

ITEM SUMMARY:

- Consultant will provide General Counsel for various departments.
- Contract starts: July 1, 2018 through June 30, 2019

RATIONALE:

Based on the current needs of the District, the consultant will provide General Counsel related to: Collective Bargaining, Employee Discipline and Dismissal, as well as Board Policy Development, Shared Governance, The Brown Act, the Public Records Act, Board Relations and interpretation of the California Education Code, Charter Schools, Facilities, Special Education/SELPA, Pupil Support Services, and other projects, on an “as needed” basis.

The list below identifies the various departments that counsel will provide services throughout the 2017-18 fiscal year, on an “as needed” basis. The 2017-18 amounts were Board approved at the May 23, 2017 Fiscal Year.

Department	2018-19 Amount	2017-18 Amount
Human Resources	\$750,000	\$900,000
Superintendent/Business Operations/Facilities	\$250,000	\$250,000
Educational Services	\$100,000	N/A
Pupil Support Services	\$15,000	\$10,000
Special Education/SELPA	\$100,000	\$80,000
Total:	\$1,215,000	\$1,240,000

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

FUNDING:

General Fund: \$1,215,000

RECOMMENDATION:

Approve the agreement with Atkinson, Andelson, Loya, Ruud & Romo for District legal services for the 2018-19 fiscal year.

ED:mm

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Atkinson, Andelson, Loya, Ruud & Romo, 12800 Center Court Drive South, Suite 300, Cerritos, CA 90703 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:** Legal and, upon request, non-legal consultant services on the DISTRICT's behalf. Services to the DISTRICT, including representation in administrative and court proceedings, as requested by the DISTRICT. The place and time for such services are to be designated by the Superintendent of the DISTRICT or designee.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 7/1/2018 and will diligently perform as required and complete performance by 6/30/2019.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One Million Two Hundred Fifteen Thousand Dollars (\$1,215,000).

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

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

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

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

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

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

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

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

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

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

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

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person employed by the CONTRACTOR, upon or in connection with the services called for in this AGREEMENT, caused by the negligent actions in inaction of the CONTRACTOR, or its employees, 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 employed by the CONTRACTOR, 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:

**Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive South, Suite 300
Cerritos, CA 90703**

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.

- Exhibit A – Agreement for Special Services

THIS AGREEMENT IS ENTERED INTO THIS 1ST DAY OF JULY, 2018.

DISTRICT:

CONTRACTOR:

By: _____
Signature

By: Anthony P. De Marco
Signature

Manoj Roychowdhury

Printed Name

Anthony P. De Marco

Printed Name

Assistant Superintendent, Business
Services

Title

Partner

Title

Date Signed

April 30, 2018

Date Signed

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

Exhibit A - AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2018, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2018, through June 30, 2019. For the period July 1, 2018, through June 30, 2019, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$275.00
Partners/Senior Counsel	\$250.00
Senior Associates	\$250.00
Associates	\$250.00
Electronic Technology Litigation Specialist	\$250.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$170.00
Paralegals/Legal Assistants	\$160.00

In addition to the above rates, the hourly rate for legal services performed for the District by James C. Romo shall be billed at \$300.00.

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

X. DURATION

This Agreement shall be effective July 1, 2018, through June 30, 2019, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

///

///

///

///

XI. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2018.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 4/30/18

By: *James C. Romo*
JAMES C. ROMO

“District”

SANTA ANA UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of April 25, 2018 through May 8, 2018**

ITEM: **Consent**

SUBMITTED BY: **Manoj Roychowdhury, Assistant Superintendent, Business Services**

BACKGROUND INFORMATION:

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

RATIONALE:

The Expenditure Summary Report provides a summary of all warrants created during the period of April 25, 2018 through May 8, 2018 by funding source. The Detailed Warrant Listing Report of expenditures \$25,000 and over lists each individual warrant created by vendor for the period of April 25, 2018 through May 8, 2018. Expenditures contained in these reports have been Board approved through prior Purchase Order agenda approval 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 Report and Detailed Warrant Listing Report of all payments over \$25,000 for the period of April 25, 2018 through May 8, 2018.

MR:mm

ITEM SUMMARY:

- Snapshot of all warrants issued for period of April 25, 2018 through May 8, 2018
- All expenditures were previously approved through prior Board action
- Board Policy 3300
- Required by Education Code 17604



Santa Ana Unified School District

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

Date: May 8, 2018
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Manoj Roychowdhury, Assistant Superintendent, Business Services
Subject: Expenditures Summary: From 25-APR-2018 through 08-MAY-2018

Fund 01 General Fund	\$2,650,172.23
Fund 12 Child Development	\$9,678.16
Fund 13 Cafeteria Fund	\$1,171,900.75
Fund 14 Deferred Maintenance Fund	\$30,510.68
Fund 25 Capital Facilities Fund	\$254,906.76
Fund 29 Measure G	\$74,450.00
Fund 35 County School Facilities Fund	\$27,585.77
Fund 40 Special Reserve Fund	\$53,581.14
Fund 68 Workers' Compensation	\$180.00
Total Expenditures:	\$4,272,965.49

Prepared by: Accounting Department
Expenditures summary report includes all District payments.

SAUSD Board of Education Warrant Listing

April 25, 2018*

Page 1 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84250548	LATINO FILM INSTITUTE YOUTH CINEMA PROJECT Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$31,170.22
84250520	AT&T Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$99,893.83
84250522	ATKINSON ANDELSON LOYA RUUD & ROMO Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$28,298.82
84250523	BAKER NOWICKI DESIGN STUDIO, LLP CTE Incentive Grant Program	CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL SADDLEBACK HIGH SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL	\$44,530.00
84250524	BOYS AND GIRLS CLUB OF SANTA ANA 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$28,289.43
84250531	DEVEREUX Special Ed: Mental Health Services Special Education	SPECIAL EDUCATION SPECIAL EDUCATION	\$26,099.93
84250519	ACTIVE LEARNING, INC. 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$25,192.00
84250538	FOLLETT SCHOOL SOLUTIONS, INC. IASA: Title I Basic Grants Low-Income and Neglected, Part A SC-Early Learning (Pre-K Gr. 6)	GODINEZ FUNDAMENTAL HIGH SCHOOL SEGERSTROM HIGH SCHOOL MARTIN ELEMENTARY SCHOOL	\$25,386.29
84250554	RODOLFO CAZALES dba TOYAMA KARATE-DO 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$25,421.20

SAUSD Board of Education Warrant Listing

April 25, 2018

Page 2 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84250578	APPLE, INC.		\$105,532.71
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	Orange County Community Foundation Grant	HEROES ELEMENTARY SCHOOL	
	SC-Early Learning (Pre-K Gr. 6)	JEFFERSON ELEMENTARY SCHOOL	
	Special Education	SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		PUBLICATIONS	
		SANTIAGO ELEMENTARY SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
		WAREHOUSE AND DELIVERY	
	Unrestricted One-time Funds	GRADUATION	
84250626	JFK TRANSPORTATION		\$70,565.00
	Donations (Miscellaneous)	SANTIAGO ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	

SAUSD Board of Education Warrant Listing

April 25, 2018

Page 3 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WALKER ELEMENTARY SCHOOL	
84250536	FEDERAL TECHNOLOGY SOLUTIONS, INC.		\$25,929.90
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	
	Unrestricted One-time Funds	FRANKLIN ELEMENTARY SCHOOL	
Fund 13 Cafeteria Fund			
84250645	GOLD STAR FOODS		\$150,976.96
	Child Nutrition: School Programs	NUTRITION SERVICES	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
84250672	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$90,012.63
	Child Nutrition: School Programs	NUTRITION SERVICES	
Fund 25 Capital Facilities Fund			
84250699	BALFOUR BEATTY CONSTRUCTION		\$27,168.00
	Fund 25 Valley P2P	VALLEY HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

April 30, 2018

Page 3 of 3

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 13 Cafeteria Fund			
84250786	GOLD STAR FOODS		\$50,235.76
	Child Nutrition: School Programs	NUTRITION SERVICES	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		<i>Grand Total:</i>	<i>\$168,107.17</i>

**Warrant listing report includes payments for \$25,000 and over.*

SAUSD Board of Education Warrant Listing

April 25, 2018

Page 4 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 29 Measure G			
84250702	BAKER NOWICKI DESIGN STUDIO, LLP Fund 29 Measure G Series E	FACILITIES/GOVERNMENTAL RELATIONS	\$74,450.00
<i>Grand Total:</i>			\$878,916.92

**Warrant listing report includes payments for \$25,000 and over.*

SAUSD Board of Education Warrant Listing

April 30, 2018*

Page 1 of 3

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84250759	APPLE, INC.		\$25,290.47
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
	Special Education	SPECIAL EDUCATION	
84250732	OFFICE DEPOT		\$27,428.58
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	ESQUEDA ELEMENTARY SCHOOL	
		GARFIELD ELEMENTARY SCHOOL	
		HARVEY ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	College Readiness Block Grant	K-12 SCHOOL PERFORMANCE AND CULTURE	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	
		EDISON ELEMENTARY SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		REACH ACADEMY	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

April 30, 2018

Page 2 of 3

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	MediCal Administrative Activities (MAA)	WILLARD INTERMEDIATE SCHOOL	
	Special Education	HEALTH/HOME-HOSPITAL INSTR.	
		CARR INTERMEDIATE SCHOOL	
		SPECIAL EDUCATION	
		TRANSITION PROGRAMS	
	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		GARFIELD ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
84250730	OC TRANSIT, INC.		\$36,650.00
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
84250709	AMAZON CAPITAL SERVICES, INC.		\$28,502.36
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Saturday Attendance Recovery Program (WIN)	HENINGER ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
	SC-Early Learning (Pre-K Gr. 6)	MARTIN ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		PAYROLL DEPARTMENT	
		SPURGEON INTERMEDIATE SCHOOL	

SAUSD Board of Education Warrant Listing

May 02, 2018*

Page 1 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84250952	OC TRANSIT, INC. Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$36,650.00
84250829	ORANGE COUNTY DEPARTMENT OF EDUCATION IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL SANTA ANA HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL WILLARD INTERMEDIATE SCHOOL	\$250,082.00
84250830	REVOLVING CASH FUND Employee Wellness Fund 01 General Fund SC-LCFF-Supplemental/Concentration Unrestricted Discretionary Accounts	EMPLOYEE BENEFITS ADMINISTRATION CASH ACCOUNT EDUCATIONAL SERVICES DIVISION CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL HUMAN RESOURCES DIVISION SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL	\$31,625.46
84250831	SOUTHERN CALIFORNIA EDISON Head Start Unrestricted Discretionary Accounts	CHILD DEVELOPMENT DISTRICT-WIDE	\$415,780.16
84250840	XEROX CORPORATION Unrestricted Discretionary Accounts	DISTRICT-WIDE PUBLICATIONS	\$185,200.88

SAUSD Board of Education Warrant Listing

May 02, 2018

Page 2 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84250861	ACHIEVE3000, INC. IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	\$34,870.00
84250943	JFK TRANSPORTATION California Career Pathways Trust Donations (Miscellaneous) IASA: Title I Basic Grants Low-Income and Neglected, Part A Pupil Transportation (7230/7240) Special Education Unrestricted - Regional Occupational Center Program (ROC/P 6350) Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL DIAMOND ELEMENTARY SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL MONROE ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL TRANSPORTATION DEPARTMENT GODINEZ FUNDAMENTAL HIGH SCHOOL REGIONAL OCCUPATIONAL PROGRAM CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL K-12 SCHOOL PERFORMANCE AND CULTURE LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL VISUAL & PERFORMING ARTS	\$65,623.75

SAUSD Board of Education Warrant Listing

May 02, 2018

Page 3 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84250821	GHATAODE BANNON ARCHITECTS, LLP Cell Leases-Facilities	ADVANCED LEARNING ACADEMY FACILITIES/GOVERNMENTAL RELATIONS	\$100,393.50

Fund 13 Cafeteria Fund

84250979	GOLD STAR FOODS Child Nutrition: School Programs Fund 01 General Fund	NUTRITION SERVICES ACCOUNTING DEPARTMENT	\$31,361.56
84250981	GOLD STAR FOODS Child Nutrition: School Programs Fund 01 General Fund	NUTRITION SERVICES ACCOUNTING DEPARTMENT	\$125,468.13
84250999	G A SYSTEMS Child Nutrition: School Programs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$75,690.98
84251006	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	NUTRITION SERVICES	\$69,243.48
84251011	RUHNAU RUHNAU CLARKE & ASSOCIATES Child Nutrition: School Programs	SADDLEBACK HIGH SCHOOL	\$40,955.98
84250978	GOLD STAR FOODS Child Nutrition: School Programs	NUTRITION SERVICES	\$61,716.37

Fund 25 Capital Facilities Fund

84251025	HMC ARCHITECTS Fund 25 Redevelopment Agency (RDA) Funds	CENTURY HIGH SCHOOL SANTA ANA HIGH SCHOOL	\$135,667.10
84251026	SVA ARCHITECTS Fund 25 Redevelopment Agency (RDA) Funds	CHAVEZ CONTINUATION HIGH SCHOOL DAVIS ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL	\$83,623.37

SAUSD Board of Education Warrant Listing

May 02, 2018

Page 4 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 35 County School Facilities Fund			
84251027	DLR GROUP, INC. dba DLR GROUP - WESTLAKE REED Fund 35 OPSC School Facilities Bond Projects	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$27,585.77
Fund 40 Special Reserve Fund			
84251029	SVA ARCHITECTS Emergency Repair Program-Williams Case	PIO PICO ELEMENTARY SCHOOL WALKER ELEMENTARY SCHOOL	\$42,217.85
Grand Total:			\$1,813,756.34

**Warrant listing report includes payments for \$25,000 and over.*

SAUSD Board of Education Warrant Listing

May 07, 2018*

Page 1 of 1

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 13 Cafeteria Fund			
84251059	GOLD STAR FOODS		\$49,079.39
	Child Nutrition: School Programs	NUTRITION SERVICES	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
84251058	GOLD STAR FOODS		\$75,891.80
	Child Nutrition: School Programs	NUTRITION SERVICES	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
84251056	GOLD STAR FOODS		\$43,571.10
	Child Nutrition: School Programs	NUTRITION SERVICES	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		Grand Total:	\$168,542.29

**Warrant listing report includes payments for \$25,000 and over.*

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of April 25, 2018 through May 8, 2018**

ITEM: **Consent**

SUBMITTED BY: **Manoj Roychowdhury, Assistant Superintendent, Business Services**

PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary Report and Detailed Purchase Order Listing for all purchase orders created during the period of April 25, 2018 through May 8, 2018. **The Board through individual agenda items has previously approved purchase orders for contracts over \$25,000.**

ITEM SUMMARY:

- Snapshot of purchase orders issued between April 25, 2018 through May 8, 2018
- Board Policy 3300
- Education Code 17604

RATIONALE:

The Purchase Order Summary Report provides a summary of all purchase orders created during the period of April 25, 2018 through May 8, 2018 by funding source. The Detailed Purchase Order Listing Report lists each individual purchase order created by vendor for the period of April 25, 2018 through May 8, 2018. Board Policy 3300 and Education Code 17604 specifically authorizes the Board to delegate signature authority on behalf of the District to the District Superintendent or designee. Such delegation of signature authority serves to expedite the financial transactions or any other contract.

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Ratify Purchase Order Summary Report and Detailed Purchase Order Listing of all purchase orders created during the period of April 25, 2018 through May 8, 2018.

MR:jg:mm



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: May 8, 2018
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Manoj Roychowdhury, Assistant Superintendent, Business Services
Subject: Purchase Order Summary: From 25-APR-2018 through 08-MAY-2018

Fund 01	21st Century ASSETS (roll-up 4124)	\$	1,213.80
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$	5,583.00
Fund 01	Administrator Induction Mentor Program	\$	164.85
Fund 01	Beginning Teacher-BTSA	\$	3,366.33
Fund 01	CTE Incentive Grant	\$	26,761.23
Fund 01	CTE Incentive Grant Program	\$	35,214.38
Fund 01	California Career Pathways Trust	\$	4,548.69
Fund 01	Circulos	\$	1,738.00
Fund 01	College Readiness Block Grant	\$	9,555.00
Fund 01	Donations (Miscellaneous)	\$	10,735.15
Fund 01	Donations-Hall of Fame Wall	\$	640.56
Fund 01	Education for Homeless Children and Youth	\$	2,090.50
Fund 01	Employee Wellness	\$	2,569.84
Fund 01	Fund 01 General Fund	\$	59,000.46
Fund 01	Fundraiser (Non ASB-PTA Deposits)	\$	852.35
Fund 01	Global Business Academy [0190] VHS	\$	385.00
Fund 01	Head Start	\$	13,988.97
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$	990,975.73
Fund 01	IASA: Title I Migrant Ed Regular Program	\$	1,920.74
Fund 01	Medi-Cal Billing Option	\$	52,455.55
Fund 01	MediCal Administrative Activities (MAA)	\$	2,450.00
Fund 01	NCLB: Title I, School Improvement Grant QEIA	\$	65,890.96
Fund 01	Ongoing & Major Maintenance Account	\$	30,689.04
Fund 01	Pupil Transportation (7230/7240)	\$	59.93
Fund 01	SC-Early Learning (PreK-gr 6)	\$	20,720.54
Fund 01	SC-LCFF-Supplemental/Concentration	\$	52,485.20
Fund 01	Saturday Attendance Recovery Program (WIN)	\$	2,362.41
Fund 01	Special Ed: Infant Discretionary Fund (frm 3330)	\$	222.19
Fund 01	Special Ed: Mental Health Services	\$	112,205.00
Fund 01	Special Education	\$	103,029.11
Fund 01	Supplementary Prgs-Specialized Secondary	\$	2,268.14

BOARD OF EDUCATION

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

Fund 01	Title I, Core Set Aside	\$	37,769.00
Fund 01	Title II-Part A Improving Teacher Quality	\$	25,391.99
Fund 01	Title III Limited English Proficiency LEP Student Program	\$	5,589.00
Fund 01	Two-Way Digital ITFS Licensee Revenue	\$	35,466.05
Fund 01	Unrestricted - CalSafe (6091/6092)	\$	8,276.60
Fund 01	Unrestricted - Instructional Materials (7156)	\$	4,819,186.22
Fund 01	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	\$	17,306.83
Fund 01	Unrestricted Discretionary Accounts	\$	935,392.46
Fund 01	Unrestricted One-time Funds	\$	50,978.86
Fund 01	Valley HS Academies	\$	4,865.36
Fund 01	WASC (was FdRes 010031)	\$	332.39
Grand Total:		\$	7,556,697.41

Fund 09	Fund 09 Discretionary Accounts	\$	4,545.00
Fund 09	Fund 09 One-Time Discretionary Funds	\$	80,729.48
Grand Total:		\$	85,274.48

Fund 12	Child Development: CA State Preschool Prog	\$	125,697.42
Fund 12	Child Development: CA State Preschool Prog QRIS Block Grant RFA	\$	6,403.32
Grand Total:		\$	132,100.74

Fund 13	Child Nutrition: School Programs	\$	32,802.06
Grand Total:		\$	32,802.06

Fund 14	Fund 14 Deferred Maintenance Fund	\$	17,648.50
Grand Total:		\$	17,648.50

Fund 40	Fund 40 Kitchen Remodeling	\$	89,613.83
Fund 40	Fund 40 Special Reserve Fund	\$	1,529.85
Grand Total:		\$	91,143.68

Fund 68	Fund 68 Workers' Compensation	\$	32,000.00
Grand Total:		\$	32,000.00

Fund 81	Fund 81 Property & Liability	\$	76,579.08
Grand Total:		\$	76,579.08

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380734	25-Apr-2018	OFFICE DEPOT		IASA:Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	\$ 1,522.18
380735	25-Apr-2018	VERITIV OPERATING COMPANY	Paper for Print Shop	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 39,679.58
380736	25-Apr-2018	VOYAGER SOPRIS LEARNING, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	NONPUBLIC SCHOOLS	\$ 738.51
380737	25-Apr-2018	SCHOLASTIC, INC.		SC-Early Learning (PreK-gr 6)	SANTIAGO ELEMENTARY SCHOOL	\$ 1,288.70
380737	25-Apr-2018	SCHOLASTIC, INC.		Unrestricted Discretionary Accounts	SANTIAGO ELEMENTARY SCHOOL	\$ 104.67
380739	25-Apr-2018	ALIMED INC		Special Education	SPEECH & LANGUAGE	\$ 253.47
380741	25-Apr-2018	PLAYERS CHOICE		Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 224.68
380742	25-Apr-2018	VEX ROBOTICS, INC.		SC-LCFF-Supplemental/Concentration	REACH ACADEMY	\$ 2,308.10
380744	25-Apr-2018	FEDERAL TECHNOLOGY SOLUTIONS, INC.		Unrestricted One-time Funds	RISK MANAGEMENT	\$ 4,205.19
380745	25-Apr-2018	GOPHER		Special Education	PSYCHOLOGICAL SERVICES/APE	\$ 232.58
380746	25-Apr-2018	GOPHER		Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 2,853.01
380747	25-Apr-2018	COSTCO WHOLESALE		Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 352.38
380748	25-Apr-2018	SUPER DUPER PUBLICATIONS		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 521.24
380749	25-Apr-2018	GOPHER		Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 111.19
380750	25-Apr-2018	GOPHER		IASA:Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	\$ 1,951.28
380751	25-Apr-2018	SUPER DUPER PUBLICATIONS		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 439.87
380752	25-Apr-2018	CDW GOVERNMENT INC		WASC (was FdRes 010031)	SANTA ANA HIGH SCHOOL	\$ 332.39
380753	25-Apr-2018	COSOGO, LLC dba UZIBULL		IASA:Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 290.93
380754	25-Apr-2018	S & S WORLDWIDE, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DAVIS ELEMENTARY SCHOOL	\$ 276.03
380755	25-Apr-2018	SUPER DUPER PUBLICATIONS		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 469.33
380756	25-Apr-2018	PEARSON ASSESSMENTS		Special Education	SPEECH & LANGUAGE	\$ 4,619.12
380757	25-Apr-2018	S & S WORLDWIDE, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SIERRA PREPARATORY ACADEMY	\$ 281.45
380758	25-Apr-2018	ACHIEVE3000, INC.	TeenBiz300 Program	IASA:Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	\$ 34,870.00
380759	25-Apr-2018	S & S WORLDWIDE, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,437.98
380760	25-Apr-2018	APPLE, INC.		Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 6,022.15
380761	25-Apr-2018	SCHOLASTIC INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 4,824.27
380763	25-Apr-2018	SCHOOL OUTFITTERS, LLC		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 840.03
380764	25-Apr-2018	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.		Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 4,843.48

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380765	25-Apr-2018	AREY JONES EDUCATIONAL SOLUTIONS		Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 3,864.00
380766	25-Apr-2018	SCHOOL SPECIALTY/CLASSROOM DIRECT		Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 29.73
380767	25-Apr-2018	CDW GOVERNMENT INC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	KENNEDY ELEMENTARY SCHOOL	\$ 499.64
380769	25-Apr-2018	PASCO SCIENTIFIC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 1,335.00
380770	25-Apr-2018	PASCO SCIENTIFIC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 200.00
380771	25-Apr-2018	POSITIVE PROMOTIONS, INC.		Unrestricted Discretionary Accounts	KING ELEMENTARY SCHOOL	\$ 396.17
380772	25-Apr-2018	FLINN SCIENTIFIC, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 5,045.93
380773	25-Apr-2018	FLINN SCIENTIFIC, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 941.47
380774	25-Apr-2018	DISPLAYS 2 GO		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 492.70
380775	25-Apr-2018	US GAMES		Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 688.80
380776	25-Apr-2018	BOOMERANG PROJECT		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 644.57
380777	25-Apr-2018	FUN AND FUNCTION, LLC		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 73.17
380778	25-Apr-2018	ELLISON EDUCATIONAL		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 534.62
380779	25-Apr-2018	GOBULK, INC. dba GOBULK.COM		Saturday Attendance Recovery Program (WIN)	WILSON ELEMENTARY SCHOOL	\$ 205.85
380780	25-Apr-2018	FOLLETT SCHOOL SOLUTIONS, INC.		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 371.60
380781	25-Apr-2018	GUITAR CENTER STORES, INC. dba MUSIC AND ARTS CENTER		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 263.98
380782	25-Apr-2018	FOLLETT SCHOOL SOLUTIONS, INC.		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 306.05
380783	25-Apr-2018	SCHOOL NURSE SUPPLY, INC		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 29.66
380784	25-Apr-2018	OFFICE DEPOT		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	TAFT ELEMENTARY SCHOOL	\$ 1,062.80
380785	25-Apr-2018	SUPER DUPER PUBLICATIONS		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 330.06
380786	25-Apr-2018	CDW GOVERNMENT INC		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 444.79
380787	25-Apr-2018	SUPER DUPER PUBLICATIONS		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 112.18
380788	25-Apr-2018	RIFTON EQUIPMENT		Special Education	SPECIAL EDUCATION	\$ 1,667.16
380789	25-Apr-2018	SAMYS CAMERA		IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,185.23
380790	25-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 392.20
380791	25-Apr-2018	THERAPRO		Special Education	SPECIAL EDUCATION	\$ 116.14
380793	25-Apr-2018	DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX		Special Education	TAFT ELEMENTARY SCHOOL	\$ 262.60

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380794	25-Apr-2018	SOUTHWEST STRINGS		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 274.76
380795	25-Apr-2018	VERNIER SOFTWARE AND TECHNOLOGY		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 3,710.75
380796	25-Apr-2018	FREDD SANCHEZ dba MARIACHI CLOTHING COMPANY		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 8,490.70
380798	25-Apr-2018	DEVEREUX CLEO WALLACE DBA DEVEREAUX COLORADO	Non-Public School Services	Special Ed: Mental Health Services	SPECIAL EDUCATION	\$ 97,260.00
380799	25-Apr-2018	MUSICIAN'S FRIEND, INC.		Special Education		\$ 27,665.00
380800	25-Apr-2018	LAKESHORE LEARNING MATERIALS		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 383.59
380801	25-Apr-2018	LAKESHORE LEARNING MATERIALS		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	SPURGEON INTERMEDIATE SCHOOL	\$ 136.88
380802	25-Apr-2018	ORIENTAL TRADING COMPANY, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 589.23
380803	25-Apr-2018	LAKESHORE LEARNING MATERIALS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 200.79
380804	25-Apr-2018	CHRISTOPHER A. PREUSS dba PRO FITNESS REPAIR		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 84.95
380805	25-Apr-2018	ORANGE COUNTY MONSTERCARTS, INC.		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 486.63
380806	25-Apr-2018	OFFICE DEPOT		Ongoing & Major Maintenance Account	TRANSPORTATION DEPARTMENT	\$ 137.38
380807	25-Apr-2018	B&H PHOTO VIDEO		Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 59.93
380812	26-Apr-2018	AREY JONES EDUCATIONAL SOLUTIONS		Unrestricted One-time Funds	GRADUATION	\$ 1,814.44
380813	26-Apr-2018	AREY JONES EDUCATIONAL SOLUTIONS		Unrestricted Discretionary Accounts	PAYROLL DEPARTMENT	\$ 9,451.16
380816	26-Apr-2018	PCMG, INC.		Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 8,339.41
380818	26-Apr-2018	SOS SURVIVAL PRODUCTS		Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 462.48
380819	26-Apr-2018	AREY JONES EDUCATIONAL SOLUTIONS		Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 304.43
380820	26-Apr-2018	FOLLETT SCHOOL SOLUTIONS, INC.		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 4,725.58
380821	26-Apr-2018	STAPLES BUSINESS ADVANTAGE		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 324.82
380822	26-Apr-2018	ALTERYX, INC.	Alteryx Designer Software Support	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	\$ 304.67
380823	26-Apr-2018	FOLLETT SCHOOL SOLUTIONS, INC.		Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 15,585.00
380824	26-Apr-2018	SCHOOL HEALTH CORPORATION	Auditory and Visual Screening Equipment	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 227.57
380825	26-Apr-2018	AREY JONES EDUCATIONAL SOLUTIONS		Medi-Cal Billing Option	HEALTH/HOME-HOSPITAL INSTR	\$ 49,797.57
				Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 1,932.00

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380826	26-Apr-2018	FOLLETT SCHOOL SOLUTIONS, INC.		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 270.26
380827	26-Apr-2018	FOLLETT SCHOOL SOLUTIONS, INC.		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 332.06
380828	26-Apr-2018	MCGRAW-HILL EDUCATION, INC. dba MCGRAW-HILL GLOBAL EDUCATION, LLC; MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC; MCGRAW-HILL SCHOOL EDUCATION, LLC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 742.90
380828	26-Apr-2018	MCGRAW-HILL EDUCATION, INC. dba MCGRAW-HILL GLOBAL EDUCATION, LLC; MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC; MCGRAW-HILL SCHOOL EDUCATION, LLC.		SC-Early Learning (PreK-gr 6)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 5,448.76
380828	26-Apr-2018	MCGRAW-HILL EDUCATION, INC. dba MCGRAW-HILL GLOBAL EDUCATION, LLC; MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC; MCGRAW-HILL SCHOOL EDUCATION, LLC.		Saturday Attendance Recovery Program (WIN)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 479.85
380829	26-Apr-2018	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 1,127.67
380830	26-Apr-2018	D AND D SECURITY RESOURCES INC		Unrestricted One-time Funds	RISK MANAGEMENT	\$ 8,100.65
380831	26-Apr-2018	AREY JONES EDUCATIONAL SOLUTIONS	HP Computers	Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 28,640.75
380832	26-Apr-2018	OFFICE DEPOT		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 20.17
380833	26-Apr-2018	BIG SIGNS.COM		SC-LCFF-Supplemental/Concentration	REACH ACADEMY	\$ 6,632.62
380835	26-Apr-2018	OFFICE DEPOT		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 234.53
380837	26-Apr-2018	AREY JONES EDUCATIONAL SOLUTIONS	HP Computers	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	\$ 11,018.43
380838	26-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 323.24
380839	26-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	CHARTER/ATTENDANCE	\$ 172.58

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380840	26-Apr-2018	MCGRAW-HILL EDUCATION, INC. dba MCGRAW-HILL GLOBAL EDUCATION, LLC; MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC; MCGRAW-HILL SCHOOL EDUCATION, LLC.	9-12 ELA/ELD Adoption	Unrestricted - Instructional Materials (7156)	STATE TEXTBOOKS	\$ 4,307,871.72
380841	26-Apr-2018	STAPLES BUSINESS ADVANTAGE		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 128.74
380842	26-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 146.04
380843	26-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 53.85
380844	26-Apr-2018	STAPLES BUSINESS ADVANTAGE		Title I, Core Set Aside	PIO PICO ELEMENTARY SCHOOL	\$ 30.12
380845	26-Apr-2018	COAST MUSIC THERAPY, INC. dba TUNED IN TO LEARNING		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 141.19
380846	26-Apr-2018	OFFICE DEPOT		Valley HS Academies	VALLEY HIGH SCHOOL	\$ 1,964.07
380847	26-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 175.27
380848	26-Apr-2018	DIGITAL MAGIC SIGNS, INC.		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 1,797.27
380849	26-Apr-2018	MACMILLAN HOLDINGS, LLC dba MPS		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 1,983.13
380850	26-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 722.17
380852	26-Apr-2018	FULL SWING CONSTRUCTION, INC. dba RAPID WALLS		CTE Incentive Grant	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,100.00
380852	26-Apr-2018	FULL SWING CONSTRUCTION, INC. dba RAPID WALLS		CTE Incentive Grant	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,000.00
380854	26-Apr-2018	FOLLETT SCHOOL SOLUTIONS, INC.	ELA/ELD Novels 6-8	Unrestricted - Instructional Materials (7156)	STATE TEXTBOOKS	\$ 204,871.03
380855	26-Apr-2018	DIGITAL MAGIC SIGNS, INC.		Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 3,909.88
380856	26-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Special Education	CENTURY HIGH SCHOOL	\$ 114.43
380856	26-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 621.21
380857	26-Apr-2018	DIGITAL NETWORKS GROUP, INC.		Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 3,557.61
380858	26-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 183.14
380860	26-Apr-2018	FOLLETT SCHOOL SOLUTIONS, INC.	ELA/ELD Novels 9-12	Unrestricted - Instructional Materials (7156)	STATE TEXTBOOKS	\$ 306,443.47
380863	26-Apr-2018	COSTCO WHOLESALE		Valley HS Academies	VALLEY HIGH SCHOOL	\$ 327.08
380864	26-Apr-2018	VARIDESK, LLC		Employee Wellness	EMPLOYEE BENEFITS ADMINISTRATION	\$ 2,569.84
380865	26-Apr-2018	GOVCONNECTION, INC. dba CONNECTION		Unrestricted Discretionary Accounts	EMPLOYEE BENEFITS ADMINISTRATION	\$ 6,347.47
380866	26-Apr-2018	AMERICAN LEGION 29TH DISTRICT - BOYS STATE TRANSPORTATION		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 140.08

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380867	26-Apr-2018	SPEECH CORNER, LLC		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 127.05
380868	26-Apr-2018	AMERICAN LEGION DEPARTMENT OF CALIFORNIA - BOYS STATE		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 387.90
380869	26-Apr-2018	PACIFIC COAST ENTERTAINMENT		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 60.29
380870	26-Apr-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION	Mental Health Services	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 47,397.00
380872	27-Apr-2018	1-STEP AHEAD		Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 5,589.00
380873	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Special Ed: Infant Discretionary Fund (frm 3330)	TAFT ELEMENTARY SCHOOL	\$ 222.19
380874	27-Apr-2018	OCTA		Circulos	K-12 TEACHING AND LEARNING	\$ 1,738.00
380875	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	\$ 3,761.29
380876	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Special Education	CENTURY HIGH SCHOOL	\$ 210.89
380877	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 43.94
380878	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 165.97
380879	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	REACH ACADEMY	\$ 317.96
380880	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 267.09
380882	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Special Education	CENTURY HIGH SCHOOL	\$ 155.07
380883	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 39.26
380884	27-Apr-2018	GEARY PACIFIC SUPPLY		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,681.03
380885	27-Apr-2018	DISCOUNT SCHOOL SUPPLY		Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 104.65
380886	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Special Education	CARR INTERMEDIATE SCHOOL	\$ 145.44
380887	27-Apr-2018	BLICK ART MATERIALS dba DICK BLICK COMPANY		Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 344.63
380888	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 147.41
380889	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 95.73
380890	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 299.33
380891	27-Apr-2018	LAKESHORE LEARNING MATERIALS		Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 6,200.33
380892	27-Apr-2018	LAKESHORE LEARNING MATERIALS		Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 730.63
380893	27-Apr-2018	LAKESHORE LEARNING MATERIALS		IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	\$ 88.97

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380894	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	FRANKLIN ELEMENTARY SCHOOL	\$ 417.06
380895	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	CARR INTERMEDIATE SCHOOL	\$ 172.39
380896	27-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	SANTIAGO ELEMENTARY SCHOOL	\$ 209.95
380897	27-Apr-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 26.59
380897	27-Apr-2018	LAKESHORE LEARNING MATERIALS		Unrestricted Discretionary Accounts	WILSON ELEMENTARY SCHOOL	\$ 291.62
380899	27-Apr-2018	LAKESHORE LEARNING MATERIALS		Special Education	SUMMER SCHOOL	\$ 408.43
380900	27-Apr-2018	OFFICE DEPOT		IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	\$ 403.78
380901	27-Apr-2018	OFFICE DEPOT		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 778.81
380902	27-Apr-2018	ORIENTAL TRADING COMPANY, INC.		Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	\$ 406.80
380903	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	SADDLBACK HIGH SCHOOL	\$ 411.01
380904	30-Apr-2018	OFFICE DEPOT	Instructional supplies for K-5	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 11,855.16
380905	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,956.91
380906	30-Apr-2018	SCHOOL OUTFITTERS, LLC		Unrestricted One-time Funds	GRADUATION	\$ 9,322.36
380907	30-Apr-2018	OFFICE DEPOT		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 3.97
380908	30-Apr-2018	AUGUSTIN EGELSEE, LLP		Special Education	SPECIAL EDUCATION	\$ 8,000.00
380909	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 882.15
380910	30-Apr-2018	OFFICE DEPOT		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 251.41
380911	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	SADDLBACK HIGH SCHOOL	\$ 108.82
380913	30-Apr-2018	SOUTHWEST SCHOOL AND OFFICE SUPPLY		Special Education	SUMMER SCHOOL	\$ 80.81
380914	30-Apr-2018	SCHOOL SERVICES OF CALIFORNIA, INC.		Unrestricted Discretionary Accounts	BUDGET	\$ 350.00
380914	30-Apr-2018	SCHOOL SERVICES OF CALIFORNIA, INC.		Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 350.00
380914	30-Apr-2018	SCHOOL SERVICES OF CALIFORNIA, INC.		Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 875.00
380915	30-Apr-2018	OFFICE DEPOT		Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	\$ 123.12
380916	30-Apr-2018	OFFICE DEPOT		IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 23.69
380917	30-Apr-2018	SOUTHWEST SCHOOL AND OFFICE SUPPLY		Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 9,269.10
380918	30-Apr-2018	OFFICE DEPOT		IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	\$ 1,749.65
380920	30-Apr-2018	LAGUNA PLAYHOUSE		IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 269.38
380922	30-Apr-2018	OFFICE DEPOT		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	CARR INTERMEDIATE SCHOOL	\$ 48.48
380923	30-Apr-2018	OFFICE DEPOT		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 170.23

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380924	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 2,377.90
380925	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 80.22
380926	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 75.32
380929	30-Apr-2018	STAPLES BUSINESS ADVANTAGE		Special Education	CARR INTERMEDIATE SCHOOL	\$ 141.31
380931	30-Apr-2018	CCSESA		SC-LCFF-Supplemental/Concentration	REACH ACADEMY	\$ 1,575.00
380932	30-Apr-2018	ROCHESTER 100, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	\$ 336.72
380934	30-Apr-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		MediCal Administrative Activities (MAA)	HEALTH/HOME-HOSPITAL INSTR	\$ 2,450.00
380935	30-Apr-2018	LAGUNA PLAYHOUSE		Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ 538.75
380936	30-Apr-2018	OFFICE DEPOT		Special Education	SANTIAGO ELEMENTARY SCHOOL	\$ 82.18
380937	30-Apr-2018	PLAYERS CHOICE		Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 6,500.00
380938	30-Apr-2018	NATIONAL BUSINESS INSTITUTE		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 359.00
380940	30-Apr-2018	AMAZON CAPITAL SERVICES, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 396.56
380941	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 129.27
380942	30-Apr-2018	OCDE/AP IN THE OC		Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 654.98
380943	30-Apr-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 72.44
380944	30-Apr-2018	OCDE/AP IN THE OC		Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,822.00
380945	30-Apr-2018	CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC. dba CORE	SIPPs training and support	Title I-Part A Improving Teacher Quality	STAFF DEVELOPMENT	\$ 19,600.00
380946	30-Apr-2018	HAYASHI EVENTS AND INSPIRATIONS, INC. dba LEADERSHIP INSPIRATIONS		IASA:Title I Basic Grants Low-Income and Neglected, Part A	LORIN GRISET ACADEMY	\$ 2,000.00
380947	30-Apr-2018	METAL ART OF CALIFORNIA, INC. dba SIGN MART/PLASTICS PLUS		Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 1,051.64
380948	30-Apr-2018	GOLD COAST FENCE, INC.	Valley auto shop fence	CTE Incentive Grant	REGIONAL OCCUPATIONAL PROGRAM	\$ 20,661.06
380949	30-Apr-2018	PLAYERS CHOICE		Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 1,395.31
380950	30-Apr-2018	PLAYERS CHOICE		Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 245.58
380952	30-Apr-2018	SOS SURVIVAL PRODUCTS		Unrestricted One-time Funds	RISK MANAGEMENT	\$ 672.38
380952	30-Apr-2018	SOS SURVIVAL PRODUCTS		Unrestricted One-time Funds	RISK MANAGEMENT	\$ 15.86

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380953	30-Apr-2018	SCHOOL NURSE SUPPLY, INC		Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 361.33
380954	30-Apr-2018	AQUARIUM OF THE PACIFIC		IASA:Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,275.00
380955	30-Apr-2018	TEXTBOOK WAREHOUSE, LLC		Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 212.72
380956	30-Apr-2018	ROCHESTER 100, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	\$ 581.85
380958	30-Apr-2018	ROCHESTER 100, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 538.75
380959	30-Apr-2018	ROCHESTER 100, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 737.01
380960	30-Apr-2018	TEACHERSPAYTEACHERS		IASA:Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 198.27
380961	30-Apr-2018	LAGUNA PLAYHOUSE		Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	\$ 500.00
380962	30-Apr-2018	ROCHESTER 100, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 363.66
380964	30-Apr-2018	BAUDVILLE, INC.		Unrestricted Discretionary Accounts	KING ELEMENTARY SCHOOL	\$ 459.25
380965	30-Apr-2018	OFFICE DEPOT		IASA:Title I Basic Grants Low-Income and Neglected, Part A	LOWELL ELEMENTARY SCHOOL	\$ 1,014.72
380966	30-Apr-2018	NEW HORIZONS CONTRACTING, INC.		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,950.00
380967	30-Apr-2018	OFFICE DEPOT		IASA:Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	\$ 147.02
380968	30-Apr-2018	OFFICE DEPOT		Education for Homeless Children and Youth	PUPIL SUPPORT SERVICES	\$ 310.24
380969	30-Apr-2018	MAXXESS SYSTEMS, INC.	Emergency awareness software	Unrestricted One-time Funds	RISK MANAGEMENT	\$ 10,000.00
380970	30-Apr-2018	OFFICE DEPOT		SC-Early Learning (PreK-gr 6)	EDISON ELEMENTARY SCHOOL	\$ 1,998.43
380972	01-May-2018	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	TAFT ELEMENTARY SCHOOL	\$ 9,996.18
380973	01-May-2018	MACKIN LIBRARY MEDIA		IASA:Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 3,975.30
380974	01-May-2018	TEACHER CREATED RESOURCES		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 334.27
380975	01-May-2018	BARNES & NOBLE BOOKSELLERS, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 322.72
380976	01-May-2018	BARNES & NOBLE BOOKSELLERS, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 458.10
380977	01-May-2018	MACKIN LIBRARY MEDIA		IASA:Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 1,223.40
380978	01-May-2018	ATKINSON ANDELSON LOYA RUUD & ROMO	Legal counsel	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 432,000.00
380979	01-May-2018	SWEETWATER SOUND, INC.		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 2,908.82

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380980	01-May-2018	NATIONAL PROFESSIONAL RESOURCES, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	\$ 644.78
380981	01-May-2018	GRAINGER		Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 22.74
380982	01-May-2018	PESI		Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 399.96
380984	01-May-2018	IRVINE RANCH OUTDOOR EDUCATION CENTER		Donations (Miscellaneous)	EDISON ELEMENTARY SCHOOL	\$ 800.00
380987	01-May-2018	ENTERPRISE RENT-A-CAR COMPANY		Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 8,429.29
380990	01-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		IASA:Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	\$ 2,796.43
380994	01-May-2018	AREY JONES EDUCATIONAL SOLUTIONS	HP Computers	IASA:Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 14,320.38
380995	01-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		Head Start	CHILD DEVELOPMENT	\$ 1,384.28
380997	01-May-2018	DAVE BANG ASSOCIATES, INC.		Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 5,467.80
380999	01-May-2018	GHA TECHNOLOGIES, INC.		Unrestricted Discretionary Accounts	EMPLOYEE BENEFITS ADMINISTRATION	\$ 804.36
381000	01-May-2018	GOVCONNECTION, INC. dba CONNECTION		Head Start	CHILD DEVELOPMENT	\$ 3,808.38
381001	01-May-2018	DISCOVERY CUBE ORANGE COUNTY		Donations (Miscellaneous)	WASHINGTON ELEMENTARY SCHOOL	\$ 930.00
381002	01-May-2018	PLAYERS CHOICE		21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 23.55
381003	01-May-2018	TEXTBOOK WAREHOUSE, LLC		IASA:Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 1,027.22
381004	01-May-2018	SANTA ANA COLLEGE, TESSMAN PLANETARIUM		IASA:Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 285.00
381005	01-May-2018	CITY OF NEWPORT BEACH		IASA:Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 138.00
381006	01-May-2018	UNIVERSAL STUDIOS		Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 3,345.00
381007	01-May-2018	CDW GOVERNMENT INC		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	ROOSEVELT ELEMENTARY SCHOOL	\$ 256.23
381009	01-May-2018	GOVCONNECTION, INC. dba CONNECTION		SC-LCFF-Supplemental/Concentration	REACH ACADEMY	\$ 3,136.91
381010	01-May-2018	OCAD ASSOCIATION		IASA:Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 150.00
381011	01-May-2018	NATIONAL SCIENCE TEACHERS ASSOCIATION		IASA:Title I Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 183.23
381013	01-May-2018	SIGNATURE AWARDS		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 1,500.00

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381014	01-May-2018	AVID CENTER		IASA:Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,910.00
381015	01-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		IASA:Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 3,120.00
381016	01-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 75.00
381017	01-May-2018	PARTY PRO RENTAL CENTER		Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 700.00
381018	01-May-2018	IRVINE RANCH OUTDOOR EDUCATION CENTER		IASA:Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,000.00
381019	01-May-2018	ROBERTO ZAVALA dba GALAXY PARTY RENTALS		Donations (Miscellaneous)	KENNEDY ELEMENTARY SCHOOL	\$ 940.00
381020	01-May-2018	DISCOVERY CUBE ORANGE COUNTY		Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	\$ 662.00
381021	01-May-2018	AQUARIUM OF THE PACIFIC		Donations (Miscellaneous)	MARTIN ELEMENTARY SCHOOL	\$ 1,028.50
381022	01-May-2018	PLAYERS CHOICE		Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 1,000.00
381023	01-May-2018	OCEAN INSTITUTE		Title I, Core Set Aside	WASHINGTON ELEMENTARY SCHOOL	\$ 470.00
381024	01-May-2018	OCEAN INSTITUTE		Title I, Core Set Aside	WASHINGTON ELEMENTARY SCHOOL	\$ 470.00
381025	01-May-2018	SCHOOL HEALTH CORPORATION		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 360.68
381026	01-May-2018	LOS ANGELES ZOO AND BOTANICAL GARDENS		Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	\$ 300.00
381027	01-May-2018	HARBOR BREEZE CORP.		Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	\$ 385.00
381028	01-May-2018	THE HACIENDA		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 5,785.79
381029	01-May-2018	OCAD ASSOCIATION		Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 24.00
381031	01-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		IASA:Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	\$ 1,457.00
381032	01-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,411.00
381033	02-May-2018	STAPLES BUSINESS ADVANTAGE		Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 385.92
381034	02-May-2018	FEET FIRST ENTERTAINMENT, INC.	Health and Wellness event	Unrestricted Discretionary Accounts	EMPLOYEE BENEFITS ADMINISTRATION	\$ 11,100.00
381035	02-May-2018	NEFF COMPANY		NCLB:Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 6,933.89
381036	02-May-2018	1-STEP AHEAD		Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 3,221.72
381037	02-May-2018	JAMIL MAMDANI dba SOCIAL TEAM SPORTS		Unrestricted One-time Funds	SADDLEBACK HIGH SCHOOL	\$ 847.98
381038	02-May-2018	CARRIE A. KOURI dba eSPECIAL NEEDS, LLC		Special Education	SPECIAL EDUCATION	\$ 288.67

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381039	02-May-2018	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION		Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	\$ 473.40
381040	02-May-2018	TRUWEST, INC.		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 3,758.64
381041	02-May-2018	TRUWEST, INC.		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 7,046.85
381042	02-May-2018	BSN SPORTS		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 2,141.39
381043	02-May-2018	BSN SPORTS		Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 375.80
381044	02-May-2018	BSN SPORTS		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 4,496.90
381045	02-May-2018	SUPLAY PRODUCTS, INC. dba SUPLAY-WRESTLER'S WORLD, SUPLAY.COM		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 614.17
381046	02-May-2018	VEX ROBOTICS, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,039.34
381047	02-May-2018	VEX ROBOTICS, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,003.54
381049	02-May-2018	PACIFIC COAST ENTERTAINMENT		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 6,532.47
381050	02-May-2018	SUBLIME PROMOTIONS, LLC dba BUYSHADE.COM		Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 5,631.03
381051	02-May-2018	TIERRA VERDE INDUSTRIES		Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 1,632.41
381052	02-May-2018	B AND H PHOTO VIDEO		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 3,796.21
381053	02-May-2018	LAKESHORE LEARNING MATERIALS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 337.69
381054	02-May-2018	LAKESHORE LEARNING MATERIALS		Head Start	KENNEDY ELEMENTARY SCHOOL	\$ 1,416.26
381055	02-May-2018	JAMIL MAMDANI dba SOCAL TEAM SPORTS		Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 2,090.36
381056	02-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 662.87
381058	02-May-2018	LAKESHORE LEARNING MATERIALS		Special Education	SANTIAGO ELEMENTARY SCHOOL	\$ 204.67
381059	02-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	TAFT ELEMENTARY SCHOOL	\$ 802.36
381060	02-May-2018	B AND H PHOTO VIDEO	Latino Film Instructional Materials	Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 11,270.46
381061	02-May-2018	OCTMA		Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 100.00
381062	02-May-2018	LAKESHORE LEARNING MATERIALS		Head Start	JACKSON ELEMENTARY SCHOOL	\$ 665.48
381063	02-May-2018	LAKESHORE LEARNING MATERIALS		Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 509.76
381064	02-May-2018	B AND H PHOTO VIDEO		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 8,296.04
381064	02-May-2018	B AND H PHOTO VIDEO		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 60.12
381065	02-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 150.00
381066	02-May-2018	AUSTIN JOHN TAYLOR SMITH		Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 1,291.99
381067	02-May-2018	COUNTRY GARDEN CATERERS		Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 3,000.00
381068	02-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 150.00

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381069	02-May-2018	RAYMOND GEDDES AND COMPANY, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 86.75
381070	02-May-2018	RAYMOND GEDDES AND COMPANY, INC.		Special Education	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 56.71
381072	02-May-2018	ORIENTAL TRADING COMPANY, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 1,646.92
381073	02-May-2018	ORIENTAL TRADING COMPANY, INC.		Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 125.99
381074	02-May-2018	REALLY GOOD STUFF, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	\$ 378.94
381075	02-May-2018	REALLY GOOD STUFF, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 277.00
381076	02-May-2018	REALLY GOOD STUFF, INC.		SC-Early Learning (PreK-gr 6)	TAFT ELEMENTARY SCHOOL	\$ 1,278.61
381077	02-May-2018	ZUMA OFFICE SUPPLY		IASA:Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 845.62
381078	02-May-2018	SCHOOL SPECIALTY/CLASSROOM DIRECT		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 575.84
381079	02-May-2018	SCHOOL SPECIALTY/CLASSROOM DIRECT		Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 1,882.40
381080	02-May-2018	SCHOOL SPECIALTY/CLASSROOM DIRECT		Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	\$ 1,231.38
381082	02-May-2018	FOLLETT SCHOOL SOLUTIONS, INC.		Special Education	MARTIN ELEMENTARY SCHOOL	\$ 50.70
381083	02-May-2018	S & S WORLDWIDE, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 468.96
381084	02-May-2018	SCHOOL MATE		Fundraiser (Non ASB-PTA Deposits)	EDISON ELEMENTARY SCHOOL	\$ 852.35
381085	02-May-2018	S & S WORLDWIDE, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MCFAADDEN INTERMEDIATE SCHOOL	\$ 274.76
381086	02-May-2018	PREMIER AGENDAS, INC. dba PREMIER SCHOOL AGENDAS, SCHOOL SPECIALTY PLANNING & STUDENT DEVELOPMENT		IASA:Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	\$ 1,064.03
381087	02-May-2018	EVOLVE, INC. dba OZOBOT		Title I, Core Set Aside	LOWELL ELEMENTARY SCHOOL	\$ 1,859.78
381088	02-May-2018	GRESSCO, LTD. dba GV PRO		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 4,424.22
381089	02-May-2018	FOLLETT SCHOOL SOLUTIONS, INC.		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 50.70
381090	02-May-2018	ORIENTAL TRADING COMPANY, INC.		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 399.93
381091	02-May-2018	SUPER DUPER PUBLICATIONS		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 233.72
381092	02-May-2018	CTBOOK HOLDINGS, LLC dba BULK BOOKSTORE		Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 475.82
381093	02-May-2018	RHODE ISLAND NOVELTY INC		Saturday Attendance Recovery Program (WIN)	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 826.71

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381094	02-May-2018	FOLLETT SCHOOL SOLUTIONS, INC.		SC-LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$ 2,897.94
381095	02-May-2018	NICK RAIL MUSIC	Elementary Music Program Instruments	SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 35,934.63
381097	02-May-2018	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.		Unrestricted Discretionary Accounts		\$ 39,593.85
381099	02-May-2018	B AND H PHOTO VIDEO		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 790.25
381100	02-May-2018	AMAZON CAPITAL SERVICES, INC.		Valley HS Academies	VALLEY HIGH SCHOOL	\$ 2,574.21
381101	02-May-2018	JONES SCHOOL SUPPLY CO., INC.		Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	\$ 385.94
381103	02-May-2018	CORNER BAKERY		Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 1,576.87
381104	02-May-2018	CORNER BAKERY		Administrator Induction Mentor Program	STAFF DEVELOPMENT	\$ 164.85
381105	02-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 216.33
381107	02-May-2018	GHA TECHNOLOGIES, INC.		Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	\$ 4,500.00
381108	02-May-2018	CULVER NEWLIN, INC.		Ongoing & Major Maintenance Account	TRANSPORTATION DEPARTMENT	\$ 1,635.45
381109	02-May-2018	CDW GOVERNMENT INC		Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	\$ 3,967.09
381110	02-May-2018	GOVCONNECTION, INC. dba CONNECTION		Head Start	ADAMS ELEMENTARY SCHOOL	\$ 256.23
381111	02-May-2018	APPLE, INC.	iPads	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 255.77
381112	02-May-2018	FIRST CHOICE SERVICES		IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	\$ 5,906.38
381112	02-May-2018	FIRST CHOICE SERVICES		Unrestricted Discretionary Accounts		\$ 8,600.88
381112	02-May-2018	FIRST CHOICE SERVICES		Donations (Miscellaneous)	MADISON ELEMENTARY SCHOOL	\$ 610.00
381113	02-May-2018	SOUTHWEST SCHOOL AND OFFICE SUPPLY		Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	\$ 188.95
381114	02-May-2018	ADVANTAGE GRAPHICS AND PROMOTIONS		Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	\$ 66.98
381115	02-May-2018	APPLE, INC.		Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 3,581.61
381116	02-May-2018	APPLE, INC.		Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 974.06
381117	02-May-2018	APPLE, INC.		Title I, Core Set Aside	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,794.96
381122	02-May-2018	GOVCONNECTION, INC. dba CONNECTION		Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	\$ 982.69
381123	02-May-2018	CDW GOVERNMENT INC		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 844.76
381124	02-May-2018	CDW GOVERNMENT INC		Head Start	CHILD DEVELOPMENT	\$ 681.01
381125	02-May-2018	GOVCONNECTION, INC. dba CONNECTION		Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 236.85
				Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 256.23
				IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 2,148.54

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381126	02-May-2018	APPLE, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	\$ 3,348.88
381127	02-May-2018	COSTCO WHOLESALE		Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 1,246.00
381128	03-May-2018	DIGITAL MAGIC SIGNS, INC.		NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 1,877.00
381129	03-May-2018	ENVIRONMENTAL NATURE CENTER		Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,050.00
381130	03-May-2018	LAKESHORE LEARNING MATERIALS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 591.35
381131	03-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	\$ 1,557.77
381132	03-May-2018	LAKESHORE LEARNING MATERIALS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 199.49
381133	03-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 150.41
381134	03-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 173.93
381136	03-May-2018	BLICK ART MATERIALS dba DICK BLICK COMPANY		Title I, Core Set Aside	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 253.17
381137	03-May-2018	LAKESHORE LEARNING MATERIALS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 182.18
381138	03-May-2018	AP BY THE SEA		IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 775.00
381139	03-May-2018	ORIENTAL TRADING COMPANY, INC.		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 109.83
381140	03-May-2018	CULVER NEWLIN, INC.		Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,600.00
381141	03-May-2018	MOBYMAX, LLC		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 142.00
381142	03-May-2018	MOBYMAX, LLC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 3,495.00
381143	03-May-2018	LEXIA LEARNING SYSTEMS		Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 9,900.00
381145	03-May-2018	GOLD COAST FENCE, INC.		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,738.93
381147	03-May-2018	INTERIOR MANAGEMENT, INC.		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,102.75
381148	03-May-2018	SCHOOL HEALTH CORPORATION		Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 113.73
381149	03-May-2018	SOUTHWEST PLASTIC BINDING COMPANY dba SOUTHWEST BINDING & LAMINATING		Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 5,496.11
381150	03-May-2018	OFFICE DEPOT		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 68.47
381151	03-May-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	\$ 23.36
381152	03-May-2018	ULINE SHIPPING SUPPLIES		Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 5,086.62
381153	03-May-2018	OFFICE DEPOT		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 72.37
381154	03-May-2018	OFFICE DEPOT		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 15.95
381155	03-May-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	TAFT ELEMENTARY SCHOOL	\$ 265.67
381156	03-May-2018	OFFICE DEPOT		Title I, Core Set Aside	JACKSON ELEMENTARY SCHOOL	\$ 167.64

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381157	03-May-2018	OCEAN INSTITUTE		Title I, Core Set Aside	WASHINGTON ELEMENTARY SCHOOL	\$ 2,740.00
381159	03-May-2018	AMAZON CAPITAL SERVICES, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 312.11
381160	03-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		College Readiness Block Grant	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 9,555.00
381161	03-May-2018	COUNTRY GARDEN CATERERS		IASA:Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 4,300.00
381162	03-May-2018	PARTY PRO RENTAL CENTER		IASA:Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 3,500.00
381163	03-May-2018	ULINE SHIPPING SUPPLIES		Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	\$ 147.00
381164	03-May-2018	GRAINGER		Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 713.51
381165	03-May-2018	TOURS PROS LTD dba NEW HORIZON TOURS	Field trip admission	IASA:Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 10,073.50
381166	03-May-2018	HENRY SCHEIN, INC.		Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 2,998.67
381167	03-May-2018	CORY HANOSH dba NORTHSTATE ASSISTIVE TECHNOLOGY		Special Education	SPECIAL EDUCATION	\$ 9,331.15
381169	03-May-2018	OFFICE DEPOT		Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	\$ 196.85
381170	03-May-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 69.75
381171	03-May-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 50.56
381172	03-May-2018	SCHOOL OUTFITTERS, LLC		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 374.68
381173	03-May-2018	CARROT-TOP INDUSTRIES, INC.		Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 141.15
381174	03-May-2018	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST	School logo mats	NCLB:Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 38,510.42
381175	03-May-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 861.82
381176	03-May-2018	VERNE'S PLUMBING, INC		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,250.00
381177	03-May-2018	LOWE'S COMPANIES, INC. dba LOWE'S HOME CENTERS, LLC		Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 183.14
381178	04-May-2018	FREDD SANCHEZ dba MARIACHI CLOTHING COMPANY		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 538.75
381179	04-May-2018	TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS		IASA:Title I Basic Grants Low-Income and Neglected, Part A	REACH ACADEMY	\$ 293.07
381180	04-May-2018	THE SUZUKI MUSIC ASSOCIATION OF CALIFORNIA		Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 900.00
381181	04-May-2018	UNITED RENTALS NORTHWEST, INC.		Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 1,000.00

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381182	04-May-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 665.56
381183	04-May-2018	PLAYWORKS EDUCATION ENERGIZED		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ADAMS ELEMENTARY SCHOOL	\$ 5,000.00
381184	04-May-2018	TWO LITTLE HANDS PRODUCTIONS, LLC		Special Education	SPECIAL EDUCATION	\$ 338.95
381185	04-May-2018	GRAINGER		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 30.81
381186	04-May-2018	MUSICIAN'S FRIEND, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 303.33
381187	04-May-2018	WEST COAST ARBORISTS, INC.		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,470.00
381188	04-May-2018	WEST COAST ARBORISTS, INC.		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,840.00
381189	04-May-2018	WEST COAST ARBORISTS, INC.		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 7,154.00
381190	04-May-2018	SIGN A RAMA		Donations-Hall of Fame Wall	FACILITIES/GOVERNMENTAL RELATIONS	\$ 640.56
381191	04-May-2018	SAN DIEGO WILD ANIMAL PARK		Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	\$ 1,260.00
381192	04-May-2018	CITY OF SANTA ANA		Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	\$ 564.00
381193	04-May-2018	BARNES & NOBLE BOOKSELLERS, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 508.74
381194	04-May-2018	SCENTCO, INC.		Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	\$ 191.23
381195	04-May-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 806.23
381196	04-May-2018	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS Instructional Materials	SC-Early Learning (PreK-gr 6)	DAVIS ELEMENTARY SCHOOL	\$ 10,706.04
381197	04-May-2018	AMAZON CAPITAL SERVICES, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 502.41
381198	04-May-2018	QUILL CORPORATION		Donations (Miscellaneous)	HENINGER ELEMENTARY SCHOOL	\$ 242.94
381199	04-May-2018	AMAZON CAPITAL SERVICES, INC.		Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 91.79
381200	04-May-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	LOWELL ELEMENTARY SCHOOL	\$ 1,290.85
381201	04-May-2018	A SNAILS PACE, INC. dba A SNAILS PACE RUNNING SHOP		Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 450.00
381202	04-May-2018	AMAZON CAPITAL SERVICES, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 951.12
381203	04-May-2018	AMAZON CAPITAL SERVICES, INC.		Special Education	SUMMER SCHOOL	\$ 40.63
381205	04-May-2018	UC REGENTS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 225.00
381207	04-May-2018	OFFICE DEPOT		Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 60.32
381208	07-May-2018	ROBERTO ZAVALA dba GALAXY PARTY RENTALS		Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	\$ 332.00
381210	07-May-2018	GRAINGER		Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 753.97
381211	07-May-2018	SCHOOL SAVERS CORPORATION	Calculators	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 13,090.55

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381212	07-May-2018	CRISIS PREVENTION INSTITUTE, INC.	Nonviolent Crisis Intervention Training	Special Ed: Mental Health Services	SPECIAL EDUCATION	\$ 11,600.00
381213	07-May-2018	AVID REGION 9		Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 485.00
381215	07-May-2018	ORIENTAL TRADING COMPANY, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 32.30
381216	07-May-2018	SCHOOL OUTFITTERS, LLC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 731.41
381217	07-May-2018	ORIENTAL TRADING COMPANY, INC.		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 720.42
381218	07-May-2018	BEST BUY GOV, LLC		Title I, Core Set Aside	JACKSON ELEMENTARY SCHOOL	\$ 4,092.19
381219	07-May-2018	ORIENTAL TRADING COMPANY, INC.		Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	\$ 186.30
381220	07-May-2018	ORIENTAL TRADING COMPANY, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 257.04
381221	07-May-2018	ROCHESTER 100, INC.		Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 134.69
381222	07-May-2018	CDW GOVERNMENT INC		Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 287.02
381223	07-May-2018	SCHOOL OUTFITTERS, LLC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 353.42
381224	07-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 2,864.08
381225	07-May-2018	PLAK SMACKER		IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	\$ 1,427.99
381226	07-May-2018	CDW GOVERNMENT INC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 1,917.95
381227	07-May-2018	GOVCONNECTION, INC. dba CONNECTION		Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 78.79
381228	07-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 1,932.00
381229	07-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 125.00
381230	07-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 2,864.08
381231	07-May-2018	AMAZON CAPITAL SERVICES, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	REACH ACADEMY	\$ 354.49
381232	07-May-2018	AVID CENTER		IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 2,385.00
381233	07-May-2018	TODAY'S CLASSROOM, LLC.		Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 2,223.15
381233	07-May-2018	TODAY'S CLASSROOM, LLC.		Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 721.74

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381235	07-May-2018	TURNING POINT CENTER FOR FAMILIES	Mental Health Services	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ADAMS ELEMENTARY SCHOOL	\$ 4,545.00
					DIAMOND ELEMENTARY SCHOOL	\$ 4,545.00
					EDISON ELEMENTARY SCHOOL	\$ 2,295.00
					GARFIELD ELEMENTARY SCHOOL	\$ 4,545.00
					GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 4,545.00
					HEROES ELEMENTARY SCHOOL	\$ 4,545.00
					JEFFERSON ELEMENTARY SCHOOL	\$ 4,545.00
					KENNEDY ELEMENTARY SCHOOL	\$ 4,545.00
					KING ELEMENTARY SCHOOL	\$ 2,295.00
					LATHROP INTERMEDIATE SCHOOL	\$ 2,295.00
					LINCOLN ELEMENTARY SCHOOL	\$ 4,545.00
					MARTIN ELEMENTARY SCHOOL	\$ 2,295.00
					MONTE VISTA ELEMENTARY SCHOOL	\$ 2,295.00
					MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 4,545.00
					ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 2,295.00
					ROOSEVELT ELEMENTARY SCHOOL	\$ 2,295.00
					SANTIAGO ELEMENTARY SCHOOL	\$ 4,545.00
					SEPULVEDA ELEMENTARY SCHOOL	\$ 2,295.00
					THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,295.00
					WALKER ELEMENTARY SCHOOL	\$ 2,295.00

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
					WASHINGTON ELEMENTARY SCHOOL	\$ 6,795.00
				Unrestricted Discretionary Accounts	FRANKLIN ELEMENTARY SCHOOL	\$ 2,295.00
					FREMONT ELEMENTARY SCHOOL	\$ 4,545.00
					HARVEY ELEMENTARY SCHOOL	\$ 2,295.00
					MONROE ELEMENTARY SCHOOL	\$ 2,295.00
					TAFT ELEMENTARY SCHOOL	\$ 2,295.00
				Unrestricted Discretionary Accounts	SCHOOL CLIMATE	\$ 24,821.00
381236	07-May-2018	WESTED	California Healthy Kids Survey	Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	\$ 49.48
381237	07-May-2018	LOWE'S COMPANIES, INC. dba LOWE'S HOME CENTERS, LLC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 8,200.00
381239	07-May-2018	683SHANNON KIEBLER DBA EMPOWER CONSULTING		Head Start	EDISON ELEMENTARY SCHOOL	\$ 1,452.92
381240	07-May-2018	LAKESHORE LEARNING MATERIALS		Head Start	EDISON ELEMENTARY SCHOOL	\$ 1,575.43
381241	07-May-2018	LAKESHORE LEARNING MATERIALS		Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 1,839.64
381243	07-May-2018	AMAZON CAPITAL SERVICES, INC.		Head Start	JACKSON ELEMENTARY SCHOOL	\$ 1,148.43
381244	07-May-2018	LAKESHORE LEARNING MATERIALS		Head Start	MONTE VISTA ELEMENTARY SCHOOL	\$ 938.46
381245	07-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	\$ 136.52
381246	07-May-2018	LOWE'S COMPANIES, INC. dba LOWE'S HOME CENTERS, LLC		Title I, Core Set Aside	KING ELEMENTARY SCHOOL	\$ 1,426.61
381247	07-May-2018	LAKESHORE LEARNING MATERIALS		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 409.42
381248	07-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	KING ELEMENTARY SCHOOL	\$ 792.20
381249	07-May-2018	LAKESHORE LEARNING MATERIALS	School branded canopies	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 18,569.65
381250	07-May-2018	INTERNATIONAL E-Z UP, INC.		Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	\$ 98.05
381251	07-May-2018	GREGG KENT dba WORKSETTINGS INTERNATIONAL, LLC		IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 1,153.90
381252	07-May-2018	NICHOLAS P. PIPINO ASSOCIATES, INC.		IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 13,522.63
381253	07-May-2018	APPLE, INC.	Apple computers	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	\$ 682.81
381255	07-May-2018	GOVCONNECTION, INC. dba CONNECTION		IASA: Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,445.00
381256	07-May-2018	IXL LEARNING, INC.				

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381258	07-May-2018	EAGLE SOFTWARE		Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 7,500.00
381259	07-May-2018	MYSTERY SCIENCE, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 999.00
381261	07-May-2018	JOSE REA dba MADISON PARK NEIGHBORHOOD ASSOCIATION	Student and teacher support	IASA:Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 10,000.00
381262	07-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION SUPERINTENDENT OF SCHOOLS	Orientation and Mobility Services for Visually Impaired Students	Special Education	SPECIAL EDUCATION	\$ 48,563.00
381263	07-May-2018	BUREAU OF LECTURES & CONCERT ARTISTS, INC.		Saturday Attendance Recovery Program (WIN)	WALKER ELEMENTARY SCHOOL	\$ 850.00
381264	07-May-2018	LAKESHORE LEARNING MATERIALS		Head Start	JACKSON ELEMENTARY SCHOOL	\$ 575.14
381265	07-May-2018	LAKESHORE LEARNING MATERIALS		IASA:Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 152.52
381266	07-May-2018	APPLE, INC.		Title I, Core Set Aside	SANTA ANA HIGH SCHOOL	\$ 4,635.40
381267	07-May-2018	LAKESHORE LEARNING MATERIALS		IASA:Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 4,074.59
381268	07-May-2018	NEWSELA, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 6,006.00
381269	07-May-2018	STAPLES BUSINESS ADVANTAGE		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 506.93
381270	07-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	\$ 413.27
381271	07-May-2018	ACHIEVE3000, INC. / SMARTY ANTS, INC.		IASA:Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 5,000.00
381272	07-May-2018	LAKESHORE LEARNING MATERIALS		Head Start	KENNEDY ELEMENTARY SCHOOL	\$ 86.95
381273	07-May-2018	GOVCONNECTION, INC. dba CONNECTION		IASA:Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	\$ 2,730.15
381274	07-May-2018	LAKESHORE LEARNING MATERIALS		IASA:Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	\$ 322.34
381275	07-May-2018	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 464.00
381277	07-May-2018	COSTCO WHOLESALE		Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 330.77
381278	07-May-2018	GREENE STREET COMMUNICATIONS, LLC	Communications and outreach services	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 35,000.00
381279	07-May-2018	APPLE, INC.		Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 17,181.40
381280	07-May-2018	PLAYWORKS EDUCATION ENERGIZED		IASA:Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 14,000.00
381281	07-May-2018	IVS COMPUTER TECHNOLOGY		Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 7,776.00
381282	07-May-2018	OneOC		IASA:Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	\$ 3,232.50
381283	07-May-2018	AREY JONES EDUCATIONAL SOLUTIONS	HP Computers	IASA:Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 39,415.60

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381284	07-May-2018	AREY JONES EDUCATIONAL SOLUTIONS	HP Computers	IASA:Title Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 29,867.51
381285	07-May-2018	PLAYWORKS EDUCATION ENERGIZED	HP Computers	IASA:Title Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	\$ 19,500.00
381286	07-May-2018	LAGUNA PLAYHOUSE		IASA:Title Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 500.00
381287	07-May-2018	OASIS COMPANIES INTERNATIONAL		Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 2,155.00
381288	07-May-2018	SCHOOL OUTFITTERS, LLC		Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	\$ 6,383.54
381289	07-May-2018	CREATIVE MARX		IASA:Title Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 3,600.00
381290	07-May-2018	WESTERN YOUTH SERVICES	Counseling and Therapeutic Services for Medi-Cal eligible students	IASA:Title Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 12,327.50
381291	07-May-2018	MYON, LLC.			JACKSON ELEMENTARY SCHOOL	\$ 12,327.50
381292	07-May-2018	OneOC		IASA:Title Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 6,950.00
381293	07-May-2018	OneOC		IASA:Title Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 2,000.00
381294	07-May-2018	CALIFORNIA STAGE AND LIGHTING		Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 265.50
381296	07-May-2018	OCDE/AP IN THE OC		IASA:Title Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 1,440.00
381297	07-May-2018	JANINE CLAIRE KWAN LAI		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 9,000.00
381298	07-May-2018	PLAYWORKS EDUCATION ENERGIZED		Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 9,750.00
381299	07-May-2018	ORANGE COUNTY DEPARTMENT OF EDUCATION		IASA:Title Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 824.29
381300	07-May-2018	PLAYWORKS EDUCATION ENERGIZED	Recess activity coordination and training	IASA:Title Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 18,250.00
381301	07-May-2018	PLAYWORKS EDUCATION ENERGIZED		IASA:Title Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	\$ 1,095.00
381302	08-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	ESQUEDA ELEMENTARY SCHOOL	\$ 208.68
381303	08-May-2018	APPLE, INC.	Apple Computers	IASA:Title Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 33,412.43
381304	08-May-2018	LAKESHORE LEARNING MATERIALS		IASA:Title Basic Grants Low-Income and Neglected, Part A	TAFT ELEMENTARY SCHOOL	\$ 1,804.57
381305	08-May-2018	APPLE, INC.		IASA:Title Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 5,833.27
381306	08-May-2018	LAKESHORE LEARNING MATERIALS		IASA:Title Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	\$ 3,621.53
381307	08-May-2018	LAKESHORE LEARNING MATERIALS		Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	\$ 56.16
381309	08-May-2018	GHA TECHNOLOGIES, INC.		Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 1,616.25

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381312	08-May-2018	PROJECT LEAD THE WAY, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 5,929.52
381313	08-May-2018	PROJECT LEAD THE WAY, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 814.04
381314	08-May-2018	NATIONAL CONSTRUCTION RENTAL, INC.	Portable restrooms for graduations	Unrestricted One-time Funds	GRADUATION	\$ 16,000.00
381315	08-May-2018	YOURMEMBERSHIP.COM, INC.		Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 150.00
381316	08-May-2018	ACSA FOUNDATION FOR EDUCATIONAL ADMINISTRATION		Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 360.00
381319	08-May-2018	ENVIRONMENTS, INC.		Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	\$ 1,746.06
381320	08-May-2018	PROJECT LEAD THE WAY, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,420.07
381321	08-May-2018	PROJECT LEAD THE WAY, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 459.01
381322	08-May-2018	PROJECT LEAD THE WAY, INC.		California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 693.10
381323	08-May-2018	PROJECT LEAD THE WAY, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 734.05
381324	08-May-2018	PROJECT LEAD THE WAY, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 827.53
381325	08-May-2018	PROJECT LEAD THE WAY, INC.		California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,354.96
381326	08-May-2018	PROJECT LEAD THE WAY, INC.		California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,212.19
381327	08-May-2018	PROJECT LEAD THE WAY, INC.		California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 811.10
381328	08-May-2018	PROJECT LEAD THE WAY, INC.		California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 477.34
381329	08-May-2018	PROJECT LEAD THE WAY, INC.		CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 5,314.57
381330	08-May-2018	LAKESHORE LEARNING MATERIALS		Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	\$ 1,222.27
381331	08-May-2018	OFFICE DEPOT		21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	\$ 1,190.25
381332	08-May-2018	OFFICE DEPOT		Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 125.22
381333	08-May-2018	S & S WORLDWIDE, INC.		30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	WILLARD INTERMEDIATE SCHOOL	\$ 320.77
381334	08-May-2018	AMAZON CAPITAL SERVICES, INC.		Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 614.31
381335	08-May-2018	ALLIED BUILDING PRODUCTS CORPORATION		CTE Incentive Grant	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,000.17

Fund 01

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381335	08-May-2018	ALLIED BUILDING PRODUCTS CORPORATION		Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 20.00
381337	08-May-2018	OFFICE DEPOT		IASA:Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 466.58
381338	08-May-2018	RIDDELL INC dba KOLLEGE TOWN SPORTS	Valley football helmets and pads	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 12,266.81
381339	08-May-2018	RIDDELL INC dba KOLLEGE TOWN SPORTS		Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 5,732.23
381341	08-May-2018	PREMIER AGENDAS, INC. dba PREMIER SCHOOL AGENDAS, SCHOOL SPECIALTY PLANNING & STUDENT DEVELOPMENT		IASA:Title I Basic Grants Low-Income and Neglected, Part A	LORIN GRISET ACADEMY	\$ 3,133.91
381342	08-May-2018	ARIZONA MACHINERY dba STOTZ EQUIPMENT	Santa Ana High School Utility Vehicle	Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 11,820.18
381343	08-May-2018	WENGER CORPORATION	Santa Ana High School Marching Band Carts	Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 17,365.45
381344	08-May-2018	APPLE, INC.		Supplementary Prgs-Specialized Secondary	SANTA ANA HIGH SCHOOL	\$ 2,268.14
381347	08-May-2018	APPLE, INC.		Unrestricted Discretionary Accounts	VISUAL & PERFORMING ARTS	\$ 2,665.74
381348	08-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		Education for Homeless Children and Youth	PUPIL SUPPORT SERVICES	\$ 1,780.26
381349	08-May-2018	FARONICS TECHNOLOGIES USA, INC.	Computer backup system	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$ 10,516.50
381350	08-May-2018	APPLE, INC.	iPads	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 10,508.65
381351	08-May-2018	GOVCONNECTION, INC. dba CONNECTION		Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 688.52
381352	08-May-2018	CDW GOVERNMENT INC		Unrestricted Discretionary Accounts	LORIN GRISET ACADEMY	\$ 869.54
381360	08-May-2018	CDW GOVERNMENT INC		Title I, Core Set Aside	ESQUEDA ELEMENTARY SCHOOL	\$ 137.20
381361	08-May-2018	CDW GOVERNMENT INC	Computer memory upgrades	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 16,672.71
Grand Total:						\$ 7,556,697.41

Fund 09

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380851	26-Apr-2018	DIGITAL NETWORKS GROUP, INC.	TV Displays for ALA EC Expansion	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 26,518.34
380853	26-Apr-2018	CULVER NEWLIN, INC.	Furniture for ALA EC Expansion	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 54,211.14
381235	07-May-2018	TURNING POINT CENTER FOR FAMILIES		Fund 09 Discretionary Accounts	ADVANCED LEARNING ACADEMY	\$ 4,545.00
Grand Total:						\$ 85,274.48

Fund 12

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380762	25-Apr-2018	SCHOOL OUTFITTERS, LLC		Child Development: CA State Preschool Prog QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 3,023.91
380768	25-Apr-2018	SCHOOL OUTFITTERS, LLC		Child Development: CA State Preschool Prog QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 3,023.91
380792	25-Apr-2018	OFFICE DEPOT		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 714.81
380808	25-Apr-2018	LAKESHORE LEARNING MATERIALS	Classroom Instructional Supplies	Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 29,873.17
380927	30-Apr-2018	OFFICE DEPOT		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 392.20
380928	30-Apr-2018	OFFICE DEPOT		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 392.20
380930	30-Apr-2018	OFFICE DEPOT		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 392.20
380933	30-Apr-2018	OFFICE DEPOT		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 392.20
380939	30-Apr-2018	OFFICE DEPOT		Child Development: CA State Preschool Prog QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 172.38
380991	01-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 1,384.28
380992	01-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 1,384.28
380993	01-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 2,768.57
381048	02-May-2018	LAKESHORE LEARNING MATERIALS		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 2,882.25
381135	03-May-2018	ROLL-A-SHADE, INC.		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 893.29
381158	03-May-2018	OFFICE DEPOT		Child Development: CA State Preschool Prog QRIS Block Grant RFA	EARLY CHILDHOOD EDUCATION	\$ 183.12
381238	07-May-2018	LAKESHORE LEARNING MATERIALS		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 5,061.14
381346	08-May-2018	APPLE, INC.	Apple computers and iPads	Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 68,108.79
381354	08-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 5,728.15
381355	08-May-2018	AREY JONES EDUCATIONAL SOLUTIONS		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 2,864.08
381356	08-May-2018	GOVCONNECTION, INC. dba CONNECTION		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 607.84
381357	08-May-2018	GOVCONNECTION, INC. dba CONNECTION		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 452.50
381358	08-May-2018	GOVCONNECTION, INC. dba CONNECTION		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 491.75
381359	08-May-2018	GHA TECHNOLOGIES, INC.		Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 913.72
Grand Total:						\$ 132,100.74

Fund 13

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380738	25-Apr-2018	REFRIGERATION CONTROL CO., INC.		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,005.00
380740	25-Apr-2018	GLENN PARRISH dba ACCESS LOCK AND MAINTENANCE		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,341.96
380743	25-Apr-2018	CDW GOVERNMENT INC		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 68.10
380797	25-Apr-2018	OFFICE DEPOT		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 474.61
380809	26-Apr-2018	OFFICE DEPOT		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 677.98
380810	26-Apr-2018	GRAINGER		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 192.60
380811	26-Apr-2018	CALIFORNIA INDUSTRIAL		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,195.69
380834	26-Apr-2018	GLENN PARRISH dba ACCESS LOCK AND MAINTENANCE		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,500.00
380836	26-Apr-2018	IMPACT IMAGES INC dba IMPACT CANOPIES USA		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 3,672.12
380861	26-Apr-2018	AMAZON CAPITAL SERVICES, INC.		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 80.80
380862	26-Apr-2018	THE PLATINUM PACKAGING GROUP		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 150.00
380912	30-Apr-2018	OFFICE DEPOT		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 412.83
380963	30-Apr-2018	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 207.05
380996	01-May-2018	JC FOODSERVICE, INC. dba ACTION SALES	Kitchen supplies	Child Nutrition: School Programs	SANTA ANA HIGH SCHOOL	\$ 13,328.23
381106	02-May-2018	GOVCONNECTION, INC. dba CONNECTION		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 84.23
381119	02-May-2018	REFRIGERATION CONTROL CO., INC.		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,405.65
381120	02-May-2018	CHEFS' TOYS		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 663.56
381121	02-May-2018	COTTONE MARKETING SERVICES INC dba THE EMBROIDERY STORE		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 180.37
381214	07-May-2018	US BANK		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 172.38
381234	07-May-2018	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST		Child Nutrition: School Programs	NUTRITION SERVICES	\$ 3,988.90
Grand Total:						\$ 32,802.06

Fund 14

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380951	30-Apr-2018	FIREFIGHTER'S BOOKSTORE		Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 837.33
380985	01-May-2018	CULVER NEWLIN, INC.		Fund 14 Deferred Maintenance Fund	DISTRICT-WIDE	\$ 303.32
380986	01-May-2018	CULVER NEWLIN, INC.		Fund 14 Deferred Maintenance Fund	DISTRICT-WIDE	\$ 1,310.78
380988	01-May-2018	CULVER NEWLIN, INC.		Fund 14 Deferred Maintenance Fund	DISTRICT-WIDE	\$ 557.07
381276	07-May-2018	FEDERAL TECHNOLOGY SOLUTIONS, INC.	ALA Parking lot lights	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 14,640.00
Grand Total:						\$ 17,648.50

Fund 40

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380998	01-May-2018	DAVE BANG ASSOCIATES, INC.	Lunch tables for Santa Ana High School	Fund 40 Kitchen Remodeling	SANTA ANA HIGH SCHOOL	\$ 82,263.83
381102	02-May-2018	INTERMOUNTAIN LOCK & SECURITY SUPPLY		Fund 40 Special Reserve Fund	MITCHELL CHILD DEVELOPMENT CENTER	\$ 1,529.85
381118	02-May-2018	DAVE BANG ASSOCIATES, INC.		Fund 40 Kitchen Remodeling	SANTA ANA HIGH SCHOOL	\$ 7,350.00
Grand Total:						\$ 91,143.68

Fund 68

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
381071	02-May-2018	CHESIRE MEDICAL CORPORATION dba PROCAREWORK INJURY CENTER	Pre-employment physicals	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 27,000.00
381260	07-May-2018	GENESIS PSYCHOLOGY GROUP		Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 5,000.00
Grand Total:						\$ 32,000.00

Fund 81

PO Number:	Date PO Created:	Supplier:	Item Description:	Resource Description	Site	Amount:
380814	26-Apr-2018	APPLE, INC.		Fund 81 Property & Liability	RISK MANAGEMENT	\$ 2,503.65
380815	26-Apr-2018	DIGITAL NETWORKS GROUP, INC.	Server and hard drives for Security Cameras	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 14,776.92
380957	30-Apr-2018	BAT JAC GLASS, INC.		Fund 81 Property & Liability	DISTRICT-WIDE	\$ 475.00
381057	02-May-2018	GOLD COAST FENCE, INC.		Fund 81 Property & Liability	RISK MANAGEMENT	\$ 8,765.00
381204	04-May-2018	WAYNE BENNETT dba DISASTER SURVIVAL SKILLS	Emergency first aid supplies	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 41,555.00
381206	04-May-2018	MONTGOMERY HARDWARE COMPANY		Fund 81 Property & Liability	RISK MANAGEMENT	\$ 2,823.51
381295	07-May-2018	GOLD COAST FENCE, INC.		Fund 81 Property & Liability	RISK MANAGEMENT	\$ 5,680.00
Grand Total:						\$ 76,579.08

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval of School Meal Support to Santa Ana Nonpublic Schools through the National School Lunch Program in the 2018-19 School Year**

ITEM: **Consent**

SUBMITTED BY: **Manoj Roychowdhury, Assistant Superintendent, Business Services**

PREPARED BY: **Mark Chavez, Director, Nutrition Services**

BACKGROUND INFORMATION:

The Nutrition Services Department vends lunch meals to the schools according to the established agreement between the District and school sites. This vending contract renewal would maintain an approximate annual revenue stream of \$123,000 in the cafeteria fund. The revenue received for these meals covers the cost of providing these meals; no profit is generated by this contract.

ITEM SUMMARY:

- Approval of vending contract between Santa Ana Unified School District and St. Anne and St. Joseph
- Vending meals which meet the National School Lunch Program meal requirements
- Term: July 1, 2018 through June 30, 2019, with option to renew annually

RATIONALE:

The purpose of this agenda item is to seek Board approval to provide meal support to Santa Ana nonpublic schools through the National School Lunch Program. Saint Anne and Saint Joseph schools have requested meal service for the 2018-19 school year.

LCAP Goal 3.5: Ensure access for low-income pupils to the core instructional program by including nutritious food and other wellness programs.

FUNDING:

Fund 13: Cafeteria Fund – No impact, costs will be reimbursed by participating schools.

RECOMMENDATION:

Approve school meal support to Santa Ana nonpublic schools through the National School Lunch Program for the 2018-19 school year.

Santa Ana Unified School District

School Nutrition Programs CONTRACT for VENDED MEALS

I. Purpose and Term

This agreement, entered into on July 1, 2018 between the Santa Ana Unified School District hereinafter referred to as Vendor and St. Anne's and St. Joseph hereinafter referred to as School Food Authority (SFA) is made for the purpose of vending meals which meet the National School Lunch Program meal requirements for a K-8 menu plan and preschool menu plan.

The contract is effective for the period of:

July 1, 2018 through June 30, 2019

This contract must be renewed annually upon mutual agreement by SFA and Vendor.

Vendor will provide meals to SFA at the addresses listed below.

St. Anne School
1324 S. Main Street
Santa Ana, CA 92707
Phone: 714-542-9328

St. Joseph School
608 Civic Center Drive East
Santa Ana, CA 92701
Phone: 714-542-2704

II. Meal Requirements

A. Vendor will provide breakfast, lunch, and snacks that meet applicable School Nutrition Programs (SNP) requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010:

1. Lunch meals meeting National School Lunch Program requirements, 7 CFR 210 (meal pattern attached).
2. Breakfast meals meeting School Breakfast Program requirements, 7 CFR 220 (meal pattern attached).
3. Snacks meeting NSLP After-School Snacks requirements, 7 CFR 210 (meal pattern attached).

B. Vendor may provide meals to SFA in the following manner:

1. Unitized meals
2. Bulk quantities accompanied by transport record regarding the planned portion size for each food component

C. Vendor will also provide:

1. Eating Utensils
2. Condiments
3. Paper Items
4. Transportation Equipment

III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet SNP requirements and are delivered in accordance with the contract. The fixed prices are the total amount due from SFA for each meal type. Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

1. Breakfast \$2.32
2. Snack \$0.82
3. Lunch \$3.35

B. Vendor shall submit to SFA monthly, itemized invoices for the meals prepared and any other services or supplies provided by the 10th of each month. The SFA shall submit payment to the Vendor within 30 days of the invoice date.

C. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section IV exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Additional costs may be specified above or, if not specified above, submitted by Vendor on an as-needed basis. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law Sections A and B below.

If Vendor incurs additional costs for substitutions in accordance with Sections A through B below that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs, in accordance with Section III – Meal Prices. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and must be maintained on file.

B. Non-Dairy Fluid Milk Substitutes (Optional)

- If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

V. USDA Foods

The SFA shall designate all donated commodity entitlement to the Vendor. The Vendor shall manage and utilize such entitlement to produce meals that contain commodity product. The USDA Foods entitlement is in addition to the per meal fees charged to the SFA.

VI. Ordering and Delivering

A. SFA will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Meals prepared by Vendor shall be equal to the number of meals requested by the SFA. The SFA shall notify the Vendor at 714-431-1904 and place an order no later than 10:00 a.m., 72 hours prior to delivery. The SFA shall be obligated to accept and pay for the number of meals prepared and delivered.

B. Vendor will deliver meals as described:

Vendor shall prepare meals at its central kitchen located at 1749 E. Carnegie Ave., Santa Ana, CA 92705 and deliver to St. Anne School, located at 1324 S. Main Street, Santa Ana, CA 92707 and St. Joseph School located at 608 Civic Center Drive East, Santa Ana, CA 92701 no later than 10:30 a.m. each service day, respectively.

C. Transport Process:

The Vendor shall provide all equipment necessary to transport meals in a manner that preserves integrity and food safety of the meals transported. All meals will be transported cold. Heated transport is not available. Vendor shall have no responsibility for the condition or care of meals after delivery is accepted. The SFA shall return to Vendor any and all transport equipment owned by Vendor on a daily basis.

VII. Health and Sanitation

- A. Vendor and SFA agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to SFA facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside SFA in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

VIII. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the California Department of Education.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with the California Department of Education to participate in SNP.
- D. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a SFA facility.
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the SNP agreement with the California Department of Education. Retain signature authority for the annual SNP application and monthly SNP claims by electronically submitting required information to the California Department of Education.
- G. Prepare contract documents for vended meals.
- H. Review, approve or deny, and if applicable verify Applications for Educational Benefits and provide hearings related to adverse actions.

IX. Buy American Provision

In accordance with 7 CFR Part 210.21(d), the Santa Ana Unified School District as an SFA is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act (NSLA) defines domestic commodity or product as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

X. Termination

Either party may terminate this contract upon 30 day written notice with cause.

XI. Standard Terms and Conditions

- a. **Hold Harmless.** SFA agrees to and does hereby indemnify, hold harmless and defend the Vendor 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 SFA or any person, firm or corporation employed by the SFA, 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 Vendor or its officers, employees or agents. (b) Any injury to or death of any person(s), including the Vendor's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the SFA, or any person, firm or corporation employed by the SFA, 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 Vendor's property, except for liability for damages which result from the sole negligence or willful misconduct of the Vendor 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.
- b. **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.
- c. **Nondiscrimination.** SFA 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.
- d. **Non Waiver.** The failure of Vendor or SFA 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.

- e. **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.
- f. **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.
- g. **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.

Signatures

SFA Name: Sr Teresa Lynch - St. Anne School
Authorized Representative: Sr Teresa Lynch
Title: Principal
Signature of Authorized Representative: [Signature]
Date: Apr. 27, 2018

Vendor Name: _____
Authorized Representative: _____
Title: _____
Signature of Authorized Representative: _____
Date: _____

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012

Breakfast and Lunch Meal Patterns—Amount of Food^b Per Week (Minimum Per Day)

	Breakfast Meal Pattern Grades 5-K ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetable (cups) ^{c,d}	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional veg to reach Total ^h	0	0	0	1	1	1 ½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meat/Meat Alternatives (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

Other Specifications: Daily Amount Based on the Average for a Five-Day Week

	Breakfast Meal Pattern Grades 5-K ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Min-max Calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	<10	<10	<10	<10	<10	<10
Sodium (mg) ^{n,p}	≤430	≤470	≤500	≤640	≤710	≤740

^oTrans fat^{n,o}: Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is one-eighth cup.

^cOne-quarter cup of dried fruit counts as one-half cup of fruit; one cup of leafy greens counts as one-half of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

^dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

^eThe fruit quantity requirement for the SBP (five cups/week and a minimum of one cup/day) is effective July 1, 2014 (SY 2014-2015).

^fLarger amounts of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013) and in the SBP

beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-2015).

¹In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

⁴There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute one ounce equivalent of meat/meat alternate for one ounce equivalent of grains after the minimum daily grains requirement is met.

¹Fluid milk must be low-fat (one percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than one percent milk fat are not allowed.

^oIn the SBP, calories and trans fat specification take effect beginning July 1, 2013 (SY 2013-2014).

^pFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in §210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

Santa Ana Unified School District

School Nutrition Programs CONTRACT for VENDED MEALS

I. Purpose and Term

This agreement, entered into on July 1, 2018 between the Santa Ana Unified School District hereinafter referred to as Vendor and St. Anne's and St. Joseph hereinafter referred to as School Food Authority (SFA) is made for the purpose of vending meals which meet the National School Lunch Program meal requirements for a K-8 menu plan and preschool menu plan.

The contract is effective for the period of:

July 1, 2018 through June 30, 2019

This contract must be renewed annually upon mutual agreement by SFA and Vendor.

Vendor will provide meals to SFA at the addresses listed below.

St. Anne School
1324 S. Main Street
Santa Ana, CA 92707
Phone: 714-542-9328

St. Joseph School
608 Civic Center Drive East
Santa Ana, CA 92701
Phone: 714-542-2704

II. Meal Requirements

A. Vendor will provide breakfast, lunch, and snacks that meet applicable School Nutrition Programs (SNP) requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010:

1. Lunch meals meeting National School Lunch Program requirements, 7 CFR 210 (meal pattern attached).
2. Breakfast meals meeting School Breakfast Program requirements, 7 CFR 220 (meal pattern attached).
3. Snacks meeting NSLP After-School Snacks requirements, 7 CFR 210 (meal pattern attached).

B. Vendor may provide meals to SFA in the following manner:

1. Unitized meals
2. Bulk quantities accompanied by transport record regarding the planned portion size for each food component

C. Vendor will also provide:

1. Eating Utensils
2. Condiments
3. Paper Items
4. Transportation Equipment

III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet SNP requirements and are delivered in accordance with the contract. The fixed prices are the total amount due from SFA for each meal type. Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.
1. Breakfast \$2.32
 2. Snack \$0.82
 3. Lunch \$3.35
- B. Vendor shall submit to SFA monthly, itemized invoices for the meals prepared and any other services or supplies provided by the 10th of each month. The SFA shall submit payment to the Vendor within 30 days of the invoice date.
- C. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section IV exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Additional costs may be specified above or, if not specified above, submitted by Vendor on an as-needed basis. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law Sections A and B below.

If Vendor incurs additional costs for substitutions in accordance with Sections A through B below that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs, in accordance with Section III – Meal Prices. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and must be maintained on file.

B. Non-Dairy Fluid Milk Substitutes (Optional)

- If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

V. USDA Foods

The SFA shall designate all donated commodity entitlement to the Vendor. The Vendor shall manage and utilize such entitlement to produce meals that contain commodity product. The USDA Foods entitlement is in addition to the per meal fees charged to the SFA.

VI. Ordering and Delivering

A. SFA will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Meals prepared by Vendor shall be equal to the number of meals requested by the SFA. The SFA shall notify the Vendor at 714-431-1904 and place an order no later than 10:00 a.m., 72 hours prior to delivery. The SFA shall be obligated to accept and pay for the number of meals prepared and delivered.

B. Vendor will deliver meals as described:

Vendor shall prepare meals at its central kitchen located at 1749 E. Carnegie Ave., Santa Ana, CA 92705 and deliver to St. Anne School, located at 1324 S. Main Street, Santa Ana, CA 92707 and St. Joseph School located at 608 Civic Center Drive East, Santa Ana, CA 92701 no later than 10:30 a.m. each service day, respectively.

C. Transport Process:

The Vendor shall provide all equipment necessary to transport meals in a manner that preserves integrity and food safety of the meals transported. All meals will be transported cold. Heated transport is not available. Vendor shall have no responsibility for the condition or care of meals after delivery is accepted. The SFA shall return to Vendor any and all transport equipment owned by Vendor on a daily basis.

VII. Health and Sanitation

- A. Vendor and SFA agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to SFA facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside SFA in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

VIII. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the California Department of Education.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with the California Department of Education to participate in SNP.
- D. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a SFA facility.
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the SNP agreement with the California Department of Education. Retain signature authority for the annual SNP application and monthly SNP claims by electronically submitting required information to the California Department of Education.
- G. Prepare contract documents for vended meals.
- H. Review, approve or deny, and if applicable verify Applications for Educational Benefits and provide hearings related to adverse actions.

IX. Buy American Provision

In accordance with 7 CFR Part 210.21(d), the Santa Ana Unified School District as an SFA is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act (NSLA) defines domestic commodity or product as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

X. Termination

Either party may terminate this contract upon 30 day written notice with cause.

XI. Standard Terms and Conditions

- a. **Hold Harmless.** SFA agrees to and does hereby indemnify, hold harmless and defend the Vendor 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 SFA or any person, firm or corporation employed by the SFA, 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 Vendor or its officers, employees or agents. (b) Any injury to or death of any person(s), including the Vendor's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the SFA, or any person, firm or corporation employed by the SFA, 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 Vendor's property, except for liability for damages which result from the sole negligence or willful misconduct of the Vendor 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.
- b. **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.
- c. **Nondiscrimination.** SFA 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.
- d. **Non Waiver.** The failure of Vendor or SFA 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.

- e. **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.
- f. **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.
- g. **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.

Signatures

SFA Name: St. Joseph School
Authorized Representative: Brad Snyder
Title: Principal
Signature of Authorized Representative: Brad Snyder
Date: 5/1/18

Vendor Name: _____
Authorized Representative: _____
Title: _____
Signature of Authorized Representative: _____
Date: _____

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012

Breakfast and Lunch Meal Patterns—Amount of Food^b Per Week (Minimum Per Day)

	Breakfast Meal Pattern Grades 5-K ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetable (cups) ^{c,d}	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional veg to reach Total ^h	0	0	0	1	1	1 ½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meat/Meat Alternatives (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

Other Specifications: Daily Amount Based on the Average for a Five-Day Week

	Breakfast Meal Pattern Grades 5-K ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Min-max Calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	<10	<10	<10	<10	<10	<10
Sodium (mg) ^{n,p}	≤430	≤470	≤500	≤640	≤710	≤740

Trans fat^{n,o}: Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is one-eighth cup.

^cOne-quarter cup of dried fruit counts as one-half cup of fruit; one cup of leafy greens counts as one-half of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

^dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

^eThe fruit quantity requirement for the SBP (five cups/week and a minimum of one cup/day) is effective July 1, 2014 (SY 2014-2015).

^fLarger amounts of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013) and in the SBP

beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-2015).

¹In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

²There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute one ounce equivalent of meat/meat alternate for one ounce equivalent of grains after the minimum daily grains requirement is met.

³Fluid milk must be low-fat (one percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

⁴The average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

⁵Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than one percent milk fat are not allowed.

⁶In the SBP, calories and trans fat specification take effect beginning July 1, 2013 (SY 2013-2014).

⁷Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in §210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: 1704762 RV**

ITEM: **Consent**
SUBMITTED BY: **Manoj Roychowdhury, Assistant Superintendent, Business Services**
PREPARED BY: **Camille Boden, Executive Director, Risk Management**

BACKGROUND INFORMATION:

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

ITEM SUMMARY:
File No. 1704762 RV

DESCRIPTION OF DAMAGE/INJURY:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File Number: 1704762 RV.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claim against the District, File Number: 1704762 RV.

**AGENDA ITEM BACKUP SHEET
May 22, 2018**

Board Meeting

TITLE: Acceptance of Completion of Contract for Bid Package No. 2 - Fitness Equipment Installation at Various School Sites

ITEM: Consent

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 2 - Fitness Equipment Installation at Various School Sites.

RATIONALE:

The District has received close-out confirmation from its construction supervisor and Inspector of Record stating the work has been completed at Chavez, Saddleback, Santa Ana, and REACH Academy high schools in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

ITEM SUMMARY:
<ul style="list-style-type: none"> • At its January 23, 2018 meeting, the Board awarded a contract for Bid Package No. 2 – Fitness Equipment Installation at Various School Sites. • Request Board acceptance of completed of projects at Chavez, Saddleback, Santa Ana, and REACH Academy high schools. • Request approval to release retention as established by statute.

Project	Bid Package	Contract Amount	5% Retention	Contractor
Fitness Equipment Installation	Bid Package No. 2	\$109,950	\$5,497.50	R.E. Schultz Construction, Inc.

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

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

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

FUNDING:

One-Time Discretionary Funds: Release of Retention \$5,497.50

RECOMMENDATION:

Accept the completion of the project and contract with R.E. Schultz Construction, Inc. for Bid Package No. 2 - Fitness Equipment Installation at Various School Sites.

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Acceptance of Completion of Contract for Bid Package No. 1 – Roosevelt/Walker Joint-Use Community Center

ITEM: Consent

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 1 - Roosevelt/Walker Joint-Use Community Center.

RATIONALE:

The District has received close-out confirmation from its construction manager and Inspector of Record stating the work has been completed in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

ITEM SUMMARY:

- At its December 13, 2016 meeting, the Board awarded a contract for Bid Package No. 1-Roosevelt/Walker Joint-Use Community Center.
- Request Board acceptance of completed project.
- Request approval to release retention as established by statute.

Project	Bid Package	New Contract Amount	5% Retention	Change Order	Contractor
Roosevelt/Walker Joint-Use Community Center	Bid Package No. 1	\$6,700,000	\$335,000	1	R.C. Construction

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

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

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

FUNDING:

Capital Facilities Fund to be reimbursed by the City of Santa Ana: Release of Retention \$335,000

RECOMMENDATION:

Accept the completion of the project and contract with R.C. Construction for Bid Package No. 1 - Roosevelt/Walker Joint-Use Community Center.

**AGENDA ITEM BACKUP SHEET
May 22, 2018**

Board Meeting

TITLE: Acceptance of Completion of Contract for Bid Package No. 1 – Classroom Buildings at Valley High School

ITEM: Consent

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 1 – Classroom Buildings at Valley High School.

RATIONALE:

The District has received close-out confirmation from its construction manager and Inspector of Record stating the work has been completed in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

ITEM SUMMARY:
<ul style="list-style-type: none"> • At its November 15, 2016 meeting, the Board awarded a contract for Bid Package No. 1 – Classroom Buildings at Valley High School. • Request Board acceptance of completed project. • Request approval to release retention as established by statute.

Project	Bid Package	New Contract Amount	5% Retention	Change Order	Contractor
Valley High School	Bid Package No. 1 – Classroom Buildings	\$10,903,000	\$545,150	1	R.C. Construction

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

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

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

FUNDING:

Special Reserve Fund 40: Release of Retention \$545,150

RECOMMENDATION:

Accept the completion of the project and contract with R.C. Construction for Bid Package No. 1 - Classroom Buildings at Valley High School.

AGENDA ITEM BACKUP SHEET
May 22, 2018

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**

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.

ITEM SUMMARY:

- Contained within the Personnel Calendar are 6 new hires for SAUSD, including:
 - After School Instructional Provider – 3
 - Custodian – 2
 - 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:

No fiscal impact.

RECOMMENDATION:

Approve the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RESIGNATIONS 2017-18				
Tarver, Nicole	Teacher	Washington	June 1, 2018	
Thornburgh, Dustin	Program Specialist	Special Education	May 31, 2018	
RETIREMENTS 2017-18 (CORRECTION ON LAST DAY)				
Akamine, Brian	Teacher	Century	June 1, 2018	
Larson, Sharon	Teacher	Edison	June 1, 2018	
Martinez, Barney	Teacher	Visual & Performing Arts	June 1, 2018	
Pattullo, Paulette	Teacher	Sierra	June 1, 2018	
Qafaiti, Michael	Teacher	Carr	June 29, 2018	
CHANGE IN STATUS				
Reyes Tenopala, Luis	Teacher	Esqueda	April 17, 2018	From Intern to Probationary II
LEAVES (21 duty days or more) - Without Pay and Without Benefits				
Maitino, Sara	Teacher	Wilson	August 10, 2018 - May 31, 2019	Child Care
Schaefer, Alicia	Speech and Language Pathologist	Speech Department	August 8, 2018 - May 31, 2019	Child Care

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RESCINDED 2018-19 LEAVE (21 duty days or more) - Without Pay and Without Benefits				
Sanchez, Graciela	Teacher	Monte Vista	August 10, 2018 - May 31, 2019	Child Care
EXPIRATION OF 39-MONTH REEMPLOYMENT				
Post, Robin	Teacher	Madison	May 5, 2018	
STIPEND 2017-18				
Park, Chu	Counselor	Chavez	2017-18	Lead Counselor
SPRING SPORT 2017-18				
C'De Baca, Cooper	Assistant Coach	Godinez	2017-18	Track
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS				
Agahi, Fariba		Martin		
Ahluwalia, Amrita		Washington		
Almanzar, Pete		McFadden		
Alvarez, Eliana		Muir		
Arismendi, Cheryl		Washington		
Asker, Hebatalla		McFadden		
Barragan, Ruby		Esqueda		
Ben-Jacob, Ashley		Taft		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
Berger, Jill		Segerstrom		
Birmie, Spencer		Transition Programs		
Blake, Anne		Heninger		
Blankenship, Linda		Heninger		
Brooks, Cheryl		McFadden		
Bushnell, Karen		Mitchell		
Caetta, James		Century		
Cairns, Joshua		Taft		
Camacho, Elsa		Mitchell		
Cantey, Amanda		Washington		
Carlson, Jonathan		McFadden		
Carney, Jann		McFadden		
Childress, Allen		Muir		
Chino, Brenda		Esqueda		
Cho, David		Special Education		
Cifuentes, Adolfo		Heninger		
Cockrill, Kelly		Mitchell		
Collins, Rachelle		Santa Ana		
Contreras, Consuelo		Washington		
Contreras, Juan		Saddleback		
Cortez, Dany		Muir		
Cortez, Francisco		Valley		
Cota, Andrea		Martin		
Creaghe, Lorena		McFadden		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
Cuellar, Alice		Special Education		
Curtis, Christina		McFadden		
De Leon, Marissa		Martin		
Delgado, Oscar		Chavez		
Derleth, Nicole		Martin		
Detviler, Tammra		Santa Ana		
Diamond, Haylee		NOVA		
Domingo, Crystal		Muir		
Duran, Corrine		Heninger		
Edward, Marina		Heninger		
Ehlow, Lisa		Muir		
Eidenmuller, Gail		Martin		
Ekno, Desiree		Washington		
Elias, Andrea		Martin		
Elizalde, Leslie		Mitchell		
Elizondo-Rodriguez, Leslie		Valley		
Espenilla, Maria Menerva Taculog		Washington		
Espindola, Claudia		Transition Programs		
Espineli, Tabitha		McFadden		
Esqueda, Edith		Muir		
Esquivel, Elizabeth		Washington		
Fede, Stephen		Godinez		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
Fernandez, Kim		McFadden		
Flores, Marilu		Martin		
Gabaldon, Robert		Valley		
Garcia, Francisco		Martin		
Garcia, John		Taft		
Gonzales, Brenda		Muir		
Gonzales, Christopher		Saddleback		
Gonzalez, Maria		Esqueda		
Gregory, Caitlyn		McFadden		
Gregrow, Stacey		McFadden		
Guerra, Gustavo		Esqueda		
Gutierrez, Manuel		Washington		
Hackett, Jeanne		Muir		
Hanis, Susan		Santa Ana		
Hanna, Howida		Mitchell		
Hass, Lindsey		Mitchell		
Hermocillo, Dana		Esqueda		
Hernandez, Robert		Valley		
Hernandez, Stephanie		Martin		
Holley, Lori		Taft		
Hoolihan, Kathleen		Heninger		
Howell, Andrea		Taft		
Huestis, Mindy		Mitchell		
Hughes, Shawna		Special Education		
Hunter, Mark		Martin		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
Hutchens, Leslie		McFadden		
Ingebrigtsen, Kortni		Martin		
Jacovides, Alexis		Godinez		
Jaramillo, Rosa		Taft		
Jeans, Angelique		McFadden		
Kennedy, Cathleen		Transition Programs		
Kinney, Alison		Muir		
Kohut-Clements, Carrie		Taft		
Koukios, Karli		Taft		
Krupinski, Debra		Taft		
Larsson, Mary		Special Education		
Leal-Avalos, Marisol		McFadden		
Lee, Darlyn		McFadden		
Lee, Grant		Santa Ana		
Leenen, Rona		Muir		
Lemus, Martha		Washington		
Lopez, Luis		McFadden		
Lower, Daniel		McFadden		
MacDonald, Michelle		Taft		
Martinez, Juliana		Martin		
Martinez, Rene		McFadden		
Martinez, Yobany		Valley		
Marting, Danielle		McFadden		
Martinov, Elizabeth		Martin		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
Mata, Lucia		Washington		
Mata-Azvedo, Theresa		Taft		
McConnell, Amanda		Century		
McMahon, Patrick		Washington		
Mendoza, Eskayla		Mitchell		
Miranda, Dayna		McFadden		
Mitsicourides, Alexander		Century		
Mohr, Lawrence		Century		
Momberg, Julie		Valley		
Montano, Sabrina		Mitchell		
Montes, Karina		Taft		
Montgomery, Guy		Century		
Moore, Nguyet		Santa Ana		
Morales, Charleen		Century		
Morris, Elisa		Mitchell		
Murphy, Ellery		McFadden		
Napier, Rodney		Muir		
Nelson, Kurt		Muir		
Newman, Heather		Martin		
Nguyen-Lee, Cyndy		Heninger		
Nilsson, Tyler		Transition Programs		
Nolan, Mackenzie		Mitchell		
Nunez, Alejandro		Transition Programs		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
O'Connell, James		Saddleback		
Olivas, Erika		Esqueda		
Olsen, Shane		Transition Programs		
Olsen, Terri		McFadden		
Ontiveros, Cassandra		Washington		
Orville, Jan		Muir		
Padilla, Debbie		Heninger		
Peck, Stephanie		Segerstrom		
Pelosi, Carol		Heninger		
Pena, Giancarlo		Special Education		
Perkins, Melissa		Heninger		
Ponce, Magaly		McFadden		
Ponce, Mary		Washington		
Pondell, Katrina		Transition Programs		
Pulido, Analiz		Mitchell		
Purdy, Christine		Mitchell		
Quintero, Eliseo		Mitchell		
Rajpurkar, Anagha		Saddleback		
Ramirez, Gabriel		Saddleback		
Ramirez, Hayley		Mitchell		
Ramirez, Scott		Mitchell		
Ramsay, Cynthia		Heninger		
Reh, Myava		Heninger		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
Reyes, Robert		Martin		
Reyes Herrera, Rosendo		Esqueda		
Rincon, Rosa		Heninger		
Rogers, Brandon		Segerstrom		
Rogers, Tracy		Muir		
Rosales, Nadia		Century		
Rosenberg, Joel		Santa Ana		
Rubio, Paul		Esqueda		
Ruiz, Mirna		Mitchell		
Salgado, Jazmine		Mitchell		
Sanchez Jimenez, Mayra		Special Education		
Sanderson, Shawn		Taft		
Sandoval, Damaris		Mitchell		
Sandoval, Paula		Segerstrom		
Schlesker, Nicholas		Century		
Schultz, Kristin		Special Education		
Scott, Robin		Muir		
Shimasaki, Darren		McFadden		
Simpson, Ariadna		Heninger		
Sleiman, Angela		Heninger		
Smith, Blake		Valley		
Smith, Michelle		Taft		
Stotelmeyer, Stephanie		Segerstrom		
Stout, John		Special Education		
Stowers, Tyler		McFadden		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
Strazzulla, Shannon		Esqueda		
Striegl, Telly		Martin		
Swanson, Eric		McFadden		
Tamayo-Nikolenko, Judith		Special Education		
Tarnow, Paula		McFadden		
Tarver, Nicole		Esqueda		
Torres, Josue		Martin		
Tran, Lisa		Mitchell		
Truong, Lisa		Special Education		
Tucker, Adriana		Lorin Grisot		
Uranga, Yvonne		Mitchell		
Valdovinos, Elizabeth		Martin		
Valle, Michelle		Mitchell		
Vijayvargiya, Shalini		Muir		
Wagstaff, Kelli		Muir		
Wallace, Karen		Washington		
Warner, Denise		Esqueda		
Watts, Matthew		Godinez		
Weiss, Debra		Saddleback		
Wellikson, Leah		Muir		
Wenkart, Patricia		Saddleback		
Witte, Laura		Century		
Wright, Katie		Heninger		
Zamudio, Alma		McFadden		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)				
Zanca, Rita		Taft		
Zarate, Rosa		Transition Programs		
Zwickl, Lynne		Muir		
CHANGE IN CONTRACT LENGTH 2018-19				
Bornhop, Mary	Teacher	Roosevelt	August 8, 2018	From 60% to 100% contract
Hermann, Cynthia	Teacher	Santa Ana	August 8, 2018	From 40% to 60% contract
Loo, Erin	Teacher	Fremont	August 8, 2018	From 60% to 100% contract
Nguyen, Thuc	Teacher	Fremont	August 8, 2018	From 40% to 100% contract
Rodebaugh, Jeanne	Teacher	Century	August 8, 2018	From 80% to 60% contract
Rodriguez-Thomas, Rocio	Teacher	Santa Ana	August 8, 2018	From 60% to 80% contract
PARTIAL CONTRACT 2018-19				
Blash, Megan	Teacher	Godinez	August 8, 2018	80% Continuing Contract
Bojorquez, Linsey	Teacher	Century	August 8, 2018	80% Continuing Contract
Bond, Nini	Speech and Language Pathologist	Speech Department	August 6, 2018	38.5% Continuing Contract
Corell, Julie	Speech and Language Pathologist	Speech Department	August 8, 2018	80% Continuing Contract

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PARTIAL CONTRACT 2018-19 (Continued)				
Fiocca, Sharon	Speech and Language Pathologist	Speech Department	August 8, 2018	60% Continuing Contract
Hefner, Anne	Speech and Language Pathologist	Speech Department	August 8, 2018	50% Continuing Contract
Hishiki, Ella	Speech and Language Pathologist	Speech Department	August 8, 2018	80% Continuing Contract
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	August 8, 2018	60% Continuing Contract
Lee Giuseffi, Robyn	Curriculum Specialist	K-12 Curriculum Instruction/Staff Development	August 8, 2018	80% Continuing Contract
Maeda, Eileen	Teacher	Visual and Performing Arts	August 8, 2018	80% Continuing Contract
Malczynski, Jan	Speech and Language Pathologist	Speech Department	August 8, 2018	60% Continuing Contract
Murgolo, Kimberly	Teacher	Alternative Education	August 8, 2018	40% Continuing Contract
Nguyen, Dana	Teacher	Santa Ana	August 8, 2018	80% Continuing Contract
Nieto Miller, Paula	Teacher	Godinez	August 8, 2018	80% Continuing Contract

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PARTIAL CONTRACT 2018-19 (Continued)				
Orrante, Rebecca	Speech and Language Pathologist	Speech Department	August 8, 2018	90% Continuing Contract
Prouty, Katrina	Speech and Language Pathologist	Speech Department	August 8, 2018	60% Continuing Contract
Rezvani, Niloufar	Psychologist	Psychological Services	August 6, 2018	75% Continuing Contract
Ryan, Brittney	Speech and Language Pathologist	Speech Department	August 8, 2018	40% Continuing Contract
Ryan, Lisa	Psychologist	Psychological Services	August 6, 2018	60% Continuing Contract
Skelton, Susan	Psychologist	Psychological Services	August 6, 2018	90% Continuing Contract
Smith, Gladys	Nurse	Child Development	August 8, 2018	40% Continuing Contract
Spearman, Suzanne	Psychologist	Psychological Services	August 6, 2018	75% Continuing Contract
Watkins, Christopher	Teacher	Lorin Griset	August 8, 2018	40% Continuing Contract
York, Jennifer	Teacher	Godinez	August 8, 2018	40% Continuing Contract
SHARED CONTRACT 2018-19				
Avram, Sarah	Teacher	Carver	August 8, 2018	60% Contract
Sills, Stacy	Teacher	Carver	August 8, 2018	40% Contract

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - May 22, 2018**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SHARED CONTRACT 2018-19 (Continued)				
Galindo-Werner, Lisa	Teacher	Hoover	August 8, 2018	40% Contract
Hackett, Jeanne	Teacher	Hoover	August 8, 2018	60% Contract
Cardenas, Jennifer	Teacher	Esqueda	August 8, 2018	80% Contract
Frederick, Carolyn	Teacher Elem	Esqueda	August 8, 2018	20% Contract
Ledergerber, Amber	Teacher	Esqueda	August 8, 2018	80% Contract
Pilla, Julia	Teacher	Esqueda	August 8, 2018	20% Contract
Mouat, Amy	Teacher	Fremont	August 8, 2018	50% Contract
Wellikson, Leah	Teacher	Fremont	August 8, 2018	50% Contract
Mauga, Nicholl	Teacher	Greenville	August 8, 2018	40% Contract
Simon, Tracy	Teacher	Greenville	August 8, 2018	60% Contract
Brainard, Laurin	Teacher	Heninger	August 8, 2018	50% Contract
Ixmayer, Jana	Teacher	Heninger	August 8, 2018	50% Contract
Schrock, Michelle	Teacher	Heninger	August 8, 2018	20% Contract
Wiedrick, Eulalla	Teacher	Heninger	August 8, 2018	80% Contract
Hagmann, Jennifer	Teacher	Muir	August 8, 2018	50% Contract
Kenyon, Allison	Teacher	Muir	August 8, 2018	50% Contract

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SHARED CONTRACT 2018-19 (Continued)				
Rowen, Stacey	Teacher	Muir	August 8, 2018	50% Contract
Sebens, Amber	Teacher	Muir	August 8, 2018	50% Contract
Dickey, Melissa	Teacher	Roosevelt	August 8, 2018	50% Contract
Hall, Jannette	Teacher	Roosevelt	August 8, 2018	50% Contract
Lemberger, Diane	Teacher	Roosevelt	August 8, 2018	40% Contract
Sherman, Colleen	Teacher	Roosevelt	August 8, 2018	60% Contract
Allen, Christine	Program Specialist	Special Education	July 1, 2018	50% Contract
Yolles, Meghan	Program Specialist	Special Education	July 1, 2018	50% Contract
Smith, Katrina	Teacher	Taft	August 8, 2018	50% Contract
Yen, Ju-Yin	Teacher	Taft	August 8, 2018	50% Contract
Pitman, Marin	Teacher	Thorpe	August 8, 2018	50% Contract
Stahle, Katherine	Teacher	Thorpe	August 8, 2018	50% Contract
Bustamante, Carolina	Teacher	Walker	August 8, 2018	20% Contract
Ly, Alyssa	Teacher	Walker	August 8, 2018	80% Contract
Call, Brenda	Teacher	Walker	August 8, 2018	70% Contract
Kinan, Karen	Teacher	Walker	August 8, 2018	30% Contract

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RETIREMENTS				
Rowe, Myrnalou	Teacher's Aide	Monte Vista	May 31, 2018	
Ruvolo, Lorraine	Career Guidance Technician	Chavez	June 15, 2018	
RESIGNATIONS				
Agnifili, Catherine	After School IP	After School Programs	May 2, 2018	
De Santiago, Miriam	Licensed Vocational Nurse	Health/Home-Hospital Instr.	April 24, 2018	
Diaz, Andres	After School IP	After School Programs	April 24, 2018	
Ferguson, Regina	Site Coordinator	Santiago	May 4, 2018	
ABSENCES (3 to 20 duty days) - Without Pay				
Guillen, Juanita	Nutrition Services Assistant	Carver	May 10, 2018 - May 18, 2018	Personal
Ibarra, Ana	Preschool Teacher	ECE	April 27, 2018 - May 2, 2018	Personal
Ruvolo, Lorraine	Career Guidance Technician	Chavez	June 11, 2018 - June 14, 2018	Personal

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
LEAVE (21 duty days or more) - Without Pay				
Nuñez, Alvaro	Instr. Asst. Sev. Dis.	Carr	January 12, 2018 - May 11, 2018	Personal
MILITARY LEAVE				
Nguyen, Kiet	School Police Officer	School Police Svcs.	May 14, 2018 - May 21, 2018	
PROBATIONARY APPOINTMENTS				
Escobar, Alexis	After School IP	After School Programs	May 2, 2018	Grade/Step 16/1
Glasper, Sharon	Custodian	Building Services	May 23, 2018	Grade/Step 23/1 + Diff.
Gonzalez, Erica	After School IP	After School Programs	April 30, 2018	Grade/Step 16/1
Gonzalez, Eldia	Teacher's Aide	ECE	May 16, 2018	Grade/Step 10/1
Mares, Richard Jr.	Custodian	Building Services	May 23, 2018	Grade/Step 23/1 + Diff.
ADDITIONAL ASSIGNMENT				
Gonzalez, Joel	After School IP	After School Programs	April 25, 2018	Grade/Step 16/1

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - May 22, 2018**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROMOTIONAL APPOINTMENTS				
Alonso, Nefthali	HVAC II	Building Services	May 23, 2018	From HVAC I Grade/Step 30/6 to Grade/Step 36/4
Anguiano, Rocio	Payroll Technician	Payroll Dept.	June 1, 2018	From Account Clerk Grade/Step 25/4 to Grade/Step 32/2
Lenz, Paul	Account Technician	Accounting Dept.	May 23, 2018	From Sr. Account Clerk Grade/Step 28/6 to 31/6
Ruiz, Daniel	Inter. Lead Custodian	Building Services	May 23, 2018	From Custodian Grade/Step 23/6 + Diff. to Grade/Step 25/6 + Diff.
Ruvalcaba, Claudia	Pupil Hearing Technician	PSS	May 23, 2018	From School Office Asst. Sec. Grade/Step 24/6 + Bil. to Grade/Step 34/2 + Bil.

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROMOTIONAL APPOINTMENTS (Continuation)				
Soto, Nancy	Account Technician	Accounting Dept.	May 23, 2018	From Sr. Account Clerk Grade/Step 28/6 to Grade/Step 31/6
Torres, Elizabeth	Autism Paraprofessional	Century	April 27, 2018	From SSP Sp. Ed. Grade/Step 19/1 to Grade/Step 24/1
REASSIGNMENTS				
Almendez, Susana	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Nutrition Services
Bermudez, Monica	After School Instr. Provider	Lincoln	April 23, 2018	From Itinerant
Cortez, Rosalba	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Mendez
Cregut-Gonzalez, Shanee	Food Service Spvr. HS	Godinez	May 2, 2018	From Lorin Grisot
Diaz Gomez, Guadalupe	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Godinez
Flores, Beatriz	Nutrition Services Assistant	Santa Ana	May 7, 2018	From MacArthur
Foe, Alvina	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Valley
Gil-Mejia, Sury	Food Service Spvr. HS	Century	May 2, 2018	From Valley
Gomez, Debra	Food Service Spvr. HS	Saddleback	May 2, 2018	From Century
Gomez, Rosalba	Nutrition Services Assistant	Santa Ana	May 7, 2018	From McFadden
Guillen, Adelina	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Segerstrom
Huizar, Renato	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Century
Lizardi, Martha	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Santiago

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
REASSIGNMENTS (Continuation)				
Mase, Alicia	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Lathrop
Montejano, Vera	Food Service Spvr. HS	Lorin Grisot	May 2, 2018	From Godinez
Quiroz, Noelia	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Esqueda
Perez Torres, Esmeralda	Nutrition Services Assistant	Santa Ana	May 7, 2018	From Fremont
Rios, Jorge	Plant Custodian Elem.	Heninger	May 7, 2018	From Lincoln
Torres, Gloria	Food Service Spvr. HS	Valley	May 2, 2018	From Saddleback
TEMPORARY ASSIGNMENTS				
Carranza, Eric	Maintenance Worker II	Building Services	May 1, 2018 - June 29, 2018	Grade/Step 30/5
Diaz Ponce, Bianca	Site Coordinator	After School Programs	May 9, 2018 - May 15, 2018	\$25 hourly rate
Hosoi, Shawna	Food Service Supervisor Inter.	Nutrition Services	May 1, 2018 - May 31, 2018	Grade/Step 27/1
Lara, Nellie	Lead Credentials Technician	Human Resources	May 1, 2018 - May 31, 2018	Grade/Step 34/6 + Bil.
Lomeli, Rosa	Plant Custodian HS	Valley	May 11, 2018 - May 15, 2018	Grade/Step 35/1
Lopez, Gerson	Roving Lead Custodian	Building Services	May 14, 2018 - May 25, 2018	Grade/Step 28/5 + Diff.
Nieto, Ricardo	Food Service Field Supervisor	Nutrition Services	May 1, 2018 - May 31, 2018	Grade/Step 40/2
Obeso, Gregory	Roving Lead Custodian	Building Services	April 25, 2018 - May 4, 2018	Grade/Step 28/1 + Diff.

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)				
Pham, Ryan	Site Coordinator	After School Programs	May 7, 2018 - May 31, 2018	\$25 hourly rate
Quezada, Xylon	Mgr. of Food Services Operator	Nutrition Services	May 1, 2018 - May 31, 2018	Level 25/1
Romero, Sara	Nutrition Services Lead Production Kitchen	Nutrition Services	April 17, 2018 - May 31, 2018	Grade/Step 21/3
Vega, Samuel	Plant Custodian Elem.	Building Services	April 25, 2018 - May 4, 2018	Grade/Step 28/3
Visoso, Janet	Food Service Supervisor HS	Nutrition Services	March 28, 2018 - May 31, 2018	Grade/Step 31/1
SHIFT DIFFERENTIAL				
Sanchez, Luis	School Police Officer	School Police Svcs.	April 13, 2018 - June 30, 2018	Grade/Step 40P4/I + Graveyard
HOURLY APPOINTMENTS				
Aviles, Adelina	Instr. Asst. Provider	McFadden	May 8, 2018	Grade/Step 16/1
Meneses, Ashley	Instr. Asst. Provider	Segerstrom	April 26, 2018	Grade/Step 16/1
Palomino, Magdalena	Instr. Asst. Provider	Santa Ana	April 26, 2018	Grade/Step 16/1
Sanchez, Angel	Instr. Asst. Provider	Segerstrom	May 1, 2018	Grade/Step 16/1

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - May 22, 2018

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUBSTITUTE				
Lemus, Jamie	Library Media Tech.		April 30, 2018	Grade/Step 20/1
ATHLETIC SPECIALIST				
Alvarado, Gary	Asst. Softball Coach	Godinez	February 12, 2018	\$22.43
Alano, Clarence	Asst. Football Coach	Century	May 14, 2018	\$28.04
Cornejo, Edwin	Asst. Softball Coach	Century	February 12, 2018	\$22.43
Crocker, Randy	Asst. Football Coach	Century	February 12, 2018	\$22.43
Diaz, Jesus Jr.	Asst. Football Coach	Century	May 14, 2018	\$28.04
Diaz, Luis Jr.	Asst. Basketball Coach	Century	February 12, 2018	\$22.43
Flores, Yvette	Asst. Volleyball Coach	Century	February 12, 2018	\$22.43
Garcia, Jose	Asst. Track Coach	Century	February 12, 2018	\$22.43
Hernandez, Andres	Asst. Tennis Coach	Century	February 12, 2018	\$22.43
Moran, Oscar	Asst. Track Coach	Century	February 12, 2018	\$22.43
Mungia Manzo, Joel	Asst. Soccer Coach	Century	November 13, 2017	\$22.43
Ojeda Morales, Edgar	Asst. Basketball Coach	Century	February 12, 2018	\$22.43
Palomares, Daniel	Asst. Basketball Coach	Century	March 1, 2018	\$22.43
Portillo, Angel	Asst. Football Coach	Century	May 14, 2018	\$28.04
Ramirez, Roberto	Asst. Tennis Coach	Century	February 12, 2018	\$22.43
Reyes, Jonathan	Asst. Football Coach	Saddleback	May 14, 2018	\$28.04
Rojas, Omar	Asst. Volleyball Coach	Century	February 12, 2018	\$22.43
Rucker, Frostee	Asst. Football Coach	Century	May 14, 2018	\$28.04
Salcido, Jose	Asst. Softball Coach	Century	February 12, 2018	\$22.43
Santacruz, Anthony	Asst. Baseball Coach	Century	February 12, 2018	\$22.43
Tapia Santiago, Samuel	Asst. Track Coach	Century	February 12, 2018	\$22.43

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Foster Youth Services and McKinney-Vento Program

ITEM: Presentation

SUBMITTED BY: Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, School Performance and Culture

PREPARED BY: Heidi Cisneros, Executive Director, Pupil Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to update the Board regarding Foster Youth Services and the McKinney-Vento Program.

ITEM SUMMARY:
<ul style="list-style-type: none">• Presented for informational purposes.

RATIONALE:

The Board will be presented with an overview of each of these programs. This presentation will show the many services provided to students and their families so students have a better chance at success.

FUNDING:

No Fiscal Impact

LCAP goal 2.9: "Support pupils and parents utilizing an engagement framework and access to resources."

RECOMMENDATION:

For informational purposes.



Foster Youth Services & McKinney-Vento Program

Sonia R. Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture

Heidi Cisneros, Executive Director, Pupil
Support Services

Jenny Shumar, Program Specialist, Pupil Support Services
Annabel Garsilazo, Parent Liaison, Foster Student Community

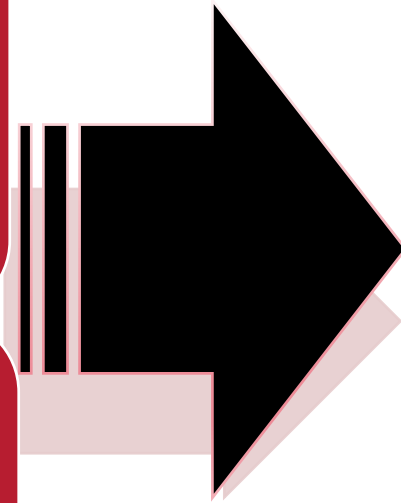


The mission of the Family Support Program(FSP) is to **SUPPORT** academic achievement, attendance, college and career pathways and **CONNECT** foster youth with their school community.

Foster Youth Identification in SAUSD

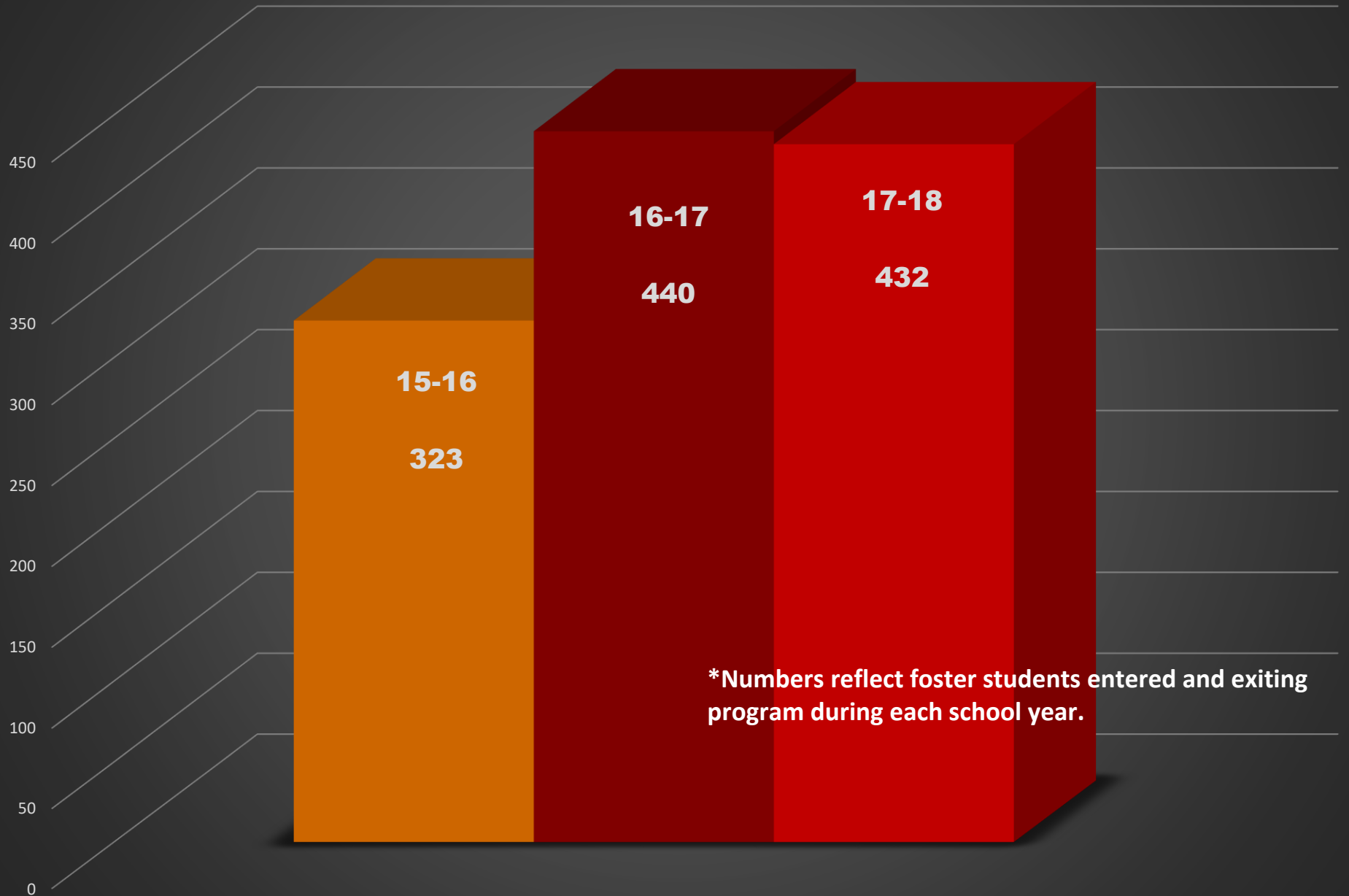
District Foster Liaison receives notification from The Orange County Department of Education Foster Youth Services Coordinating Program

School receives direct notification by OC Social Services or by new foster parents



- District staff codes student as eligible for foster program support
- Update school record
- Begin collaboration with Social Services, OCDE and school staff

Foster Youth (FY) 3-Year Comparison (Includes Current and Former FY)



Foster Youth 231

Any child who has been removed from custody of their parents or guardian by the Juvenile Court, and placed in home or foster home



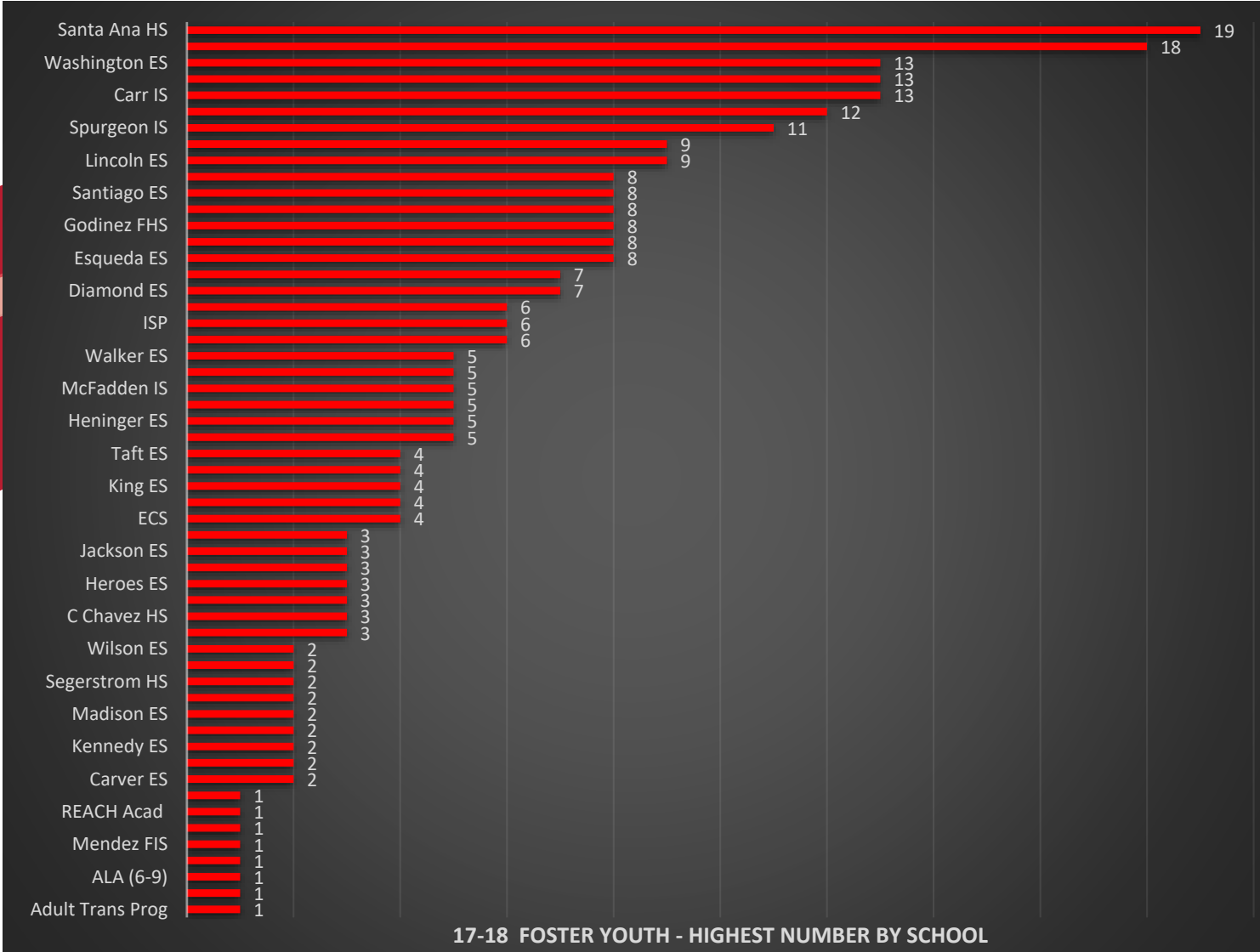
Caregiver Affidavit 216

A responsible adult caring for a minor in the absence of parents, not due to legal matter.

Why do different databases have different totals for number of enrolled foster students?

- Delay of notification to the school district
- Foster Youth that are placed with relatives are re-enrolled by the relatives and do not disclose the student is now in foster care.
- Change in foster youth status is not reported to schools
- Students reunified with parents or in maintenance programs are usually not included in data i.e. different criteria

Foster Youth Number by School



17-18 FOSTER YOUTH - HIGHEST NUMBER BY SCHOOL

Overview of Services and Programs



- **Student records requests- 322** student records expedited helps with immediate enrollment and helps school districts become aware of foster youth's needs
- **Case management-** FSP Liaison follows up with academic progress, attends IEP and other related school meetings. **136 Cases**
- **Social/emotional support-** assists with crisis and behavior contracts.
- **Discipline Intervention Review-** FSP Liaison is in communication with schools to discuss interventions that have taken place to better support student.

- **AB 216 (Foster Youth Graduation Exemption)-** evaluates eligibility criteria for state minimum requirements 130 credits
- **Senior Outreach-** ensure all seniors are on track to graduate and assist those that are struggling. Assists with completion FAFSA application. Financial support available for senior activities.
- **Youth Outreach Leadership Opportunities (YOLO)-** Leadership groups at school sites. **123 Participants**
- **Summer Camp/Events-** foster youth participate in new activities, peer connection and learning about college and career options.

**Total number of enrolled
Foster Youth Seniors:**

13

**Currently on Track to
Graduate for 2017-2018**

11 students

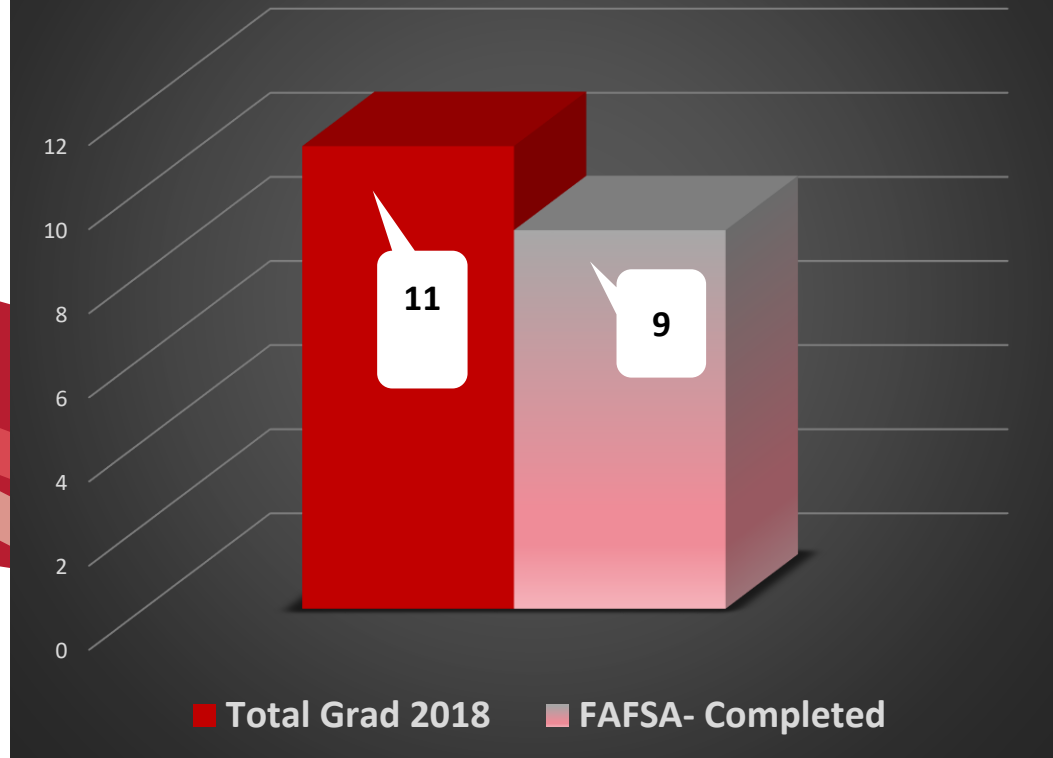
FAFSA completion

9 students

FSP Liaison conducts outreach to:

- Verify credit completion with counselor and teachers
- Conference with student to identify challenges and barriers
- Connect student to resources
- Support student during and throughout the FAFSA application process
- Support student with accessing cap and gown, yearbook, and graduation night activities

**Foster Youth on track to graduate
and FAFSA Completion 2017-18**

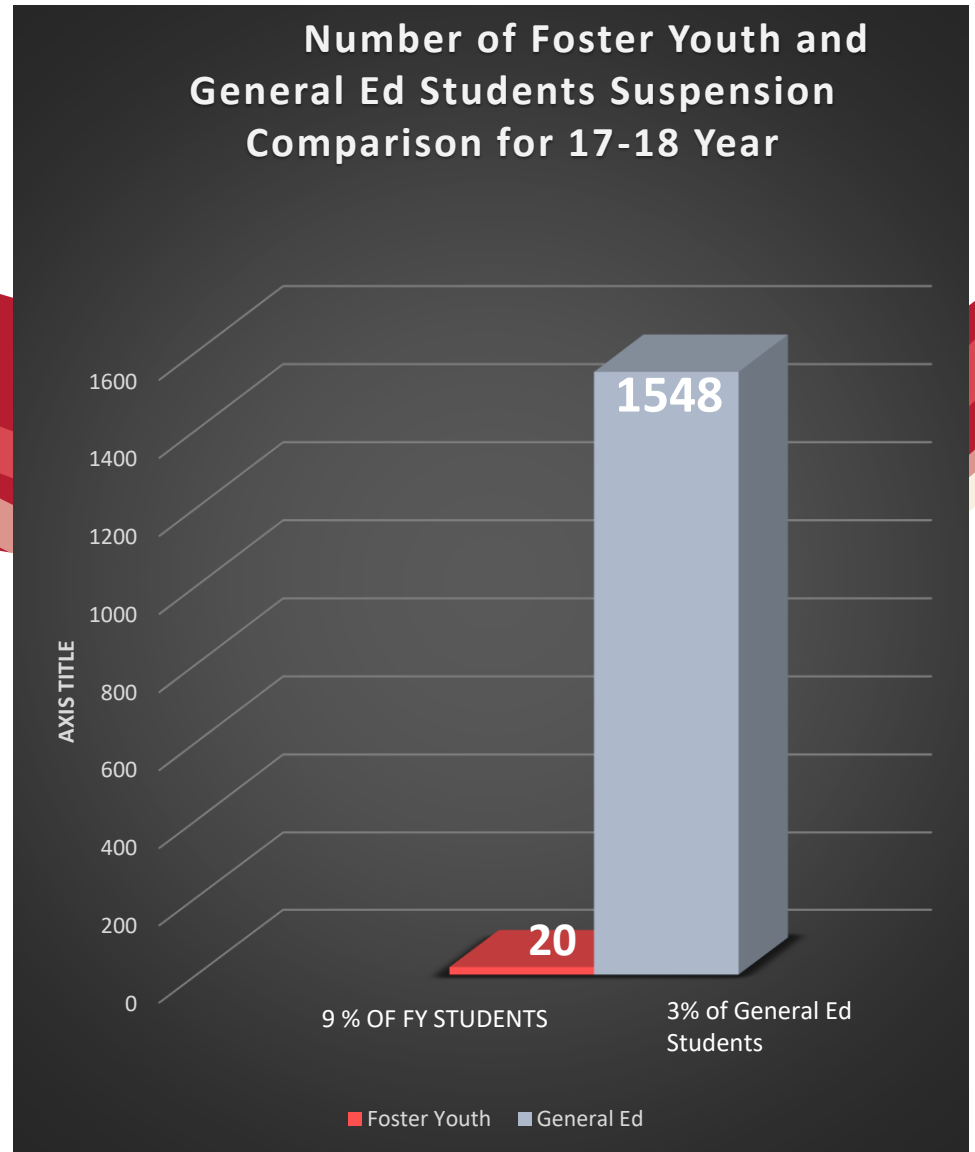


*Non grad foster youth students are currently working closely with their counselors and have a set a plan to take summer school and/or continue a 5th year in effort to graduate

Suspension Data

Foster Youth Liaison reviews suspension and expulsion report and communicates with schools to discuss interventions that have taken place to better support students.

Interventions:
Restorative Practices
CICO
YOLO Groups
Social Skills Groups
Mental Health Support Groups





Youth Outreach Leadership Opportunities (YOLO)

Schools	# of participants
Century	10
Lathrop	8
McFadden	12
Santa Ana	14
Sierra	10
Valley	38
Saddleback	15
Willard	16

- Ongoing support for current/former identified foster youth with "foster like" living situations with the aim to develop leadership skills
- Opportunities for foster youth to develop strong connections with the school and staff
- Service projects, volunteering for school and community
- Participate in special events, earn field trips
- Provide opportunities for leadership training
- Connect foster youth to college and career planning
- Provide resources and social-emotional support

Sierra - Youth Outreach Leadership Opportunity (YOLO) Sponsors World No Tobacco Day



Special Events



Irvine Ranch Outdoor Education Center

Youth in secondary grades explore fun and challenging outdoor activities to:

- Learn about college resources and scholarship opportunities
- Connect with other foster youth in the district
- Connect student with FSP services

Welcome Back to School Event

Reaches out to all our foster families with K-6th grade students to:

- Introduce district support services
- Build connections with foster parents, guardians, and caregiver families through coordinated activities



Scenarios



Typical Systems Student:

- Student that has been in foster care since elementary, has had several placement changes, Liaison had to report unsafe living conditions, is a senior and on track to graduate.

From shed to honor roll:

- Children living in a shed in back of a house. Attendance issue arose due to their circumstances. Entered the foster care system, worked with staff, students are stable and back on honor roll.

When your siblings let you down:

- Parent deceased, two boys were malnourished, neglected by their older siblings (guardians), grandparents (caregivers) taking care of boys, requested assistance from school.



Next Steps:

- Increase outreach to and activities for elementary age students
- Finalize clearance for staff with Orangewood to assist SAUSD students to maintain connections with their schools
- Increase knowledge of scholarships and unique financial aid opportunities such as Orangewood Foundation School Support Fund



The McKinney-Vento program is designed to address the problems that homeless children and youth have faced in enrolling, attending, and succeeding in school.

Services for McKinney Vento Students.

District Support Staff

Connections to Community Resources and Transportation

Academic Support

Self-Care Support

**Program Specialist
54 Site Designees
32 Classified Staff**

**Public Transportation
7,209 passes to date**

**School supplies & backpacks
648
Tutors at various school sites
Uniform Cards/clothing
Approximately 1250 cards annually and several hundred pounds of clothing donations**

**Laundry Supplies-
approximately 320 gallons of
Detergent up to date
Personal Hygiene Products
Deodorant, shampoo, rinse,
feminine products**

Definition of McKinney-Vento

Individuals who lack a fixed, regular and adequate nighttime residence and includes:

- Sharing of housing-inadequate

- Motels, hotels

- Public or private places not designed for sleeping

- Trailer parks

- Cars, parks, and abandoned building

- Abandoned in hospitals

- Campgrounds

Unaccompanied youths

Migratory children who are living in one of these conditions

McKinney-Vento Liaison Duties

- Wrote/Received 3 year competitive grant 5 out of 6 times since 2002 (Notified 4/6/18 of Successful Application for 2018-2021!)
- Provides/Coordinates transportation via OCTA for Students and Parents (ES & IS) when eligible
- Assists Unaccompanied Youth, with or without Caregiver Affidavit
- Provides uniforms, backpacks & school supplies for those needing/requesting
- Connects families to community agencies for housing, food, medical, mental health, vision & dental
- Initiated laundry program in a neighborhood
- Provides laundry supplies and personal hygiene products
- Coordinates/procures donations for MV students and families
- Provides certification letter for FAFSA application
- Reviews 11th & 12th graders for potential AB 1806
- Attends all SARB, expulsion and PPC hearings & IEPs if possible
- Provides approximately 9 district professional development trainings
- Speaks to approximately 7 groups and agencies annually regarding McKinney-Vento
- Attends minimum of 5 professional development trainings for Liaisons annually



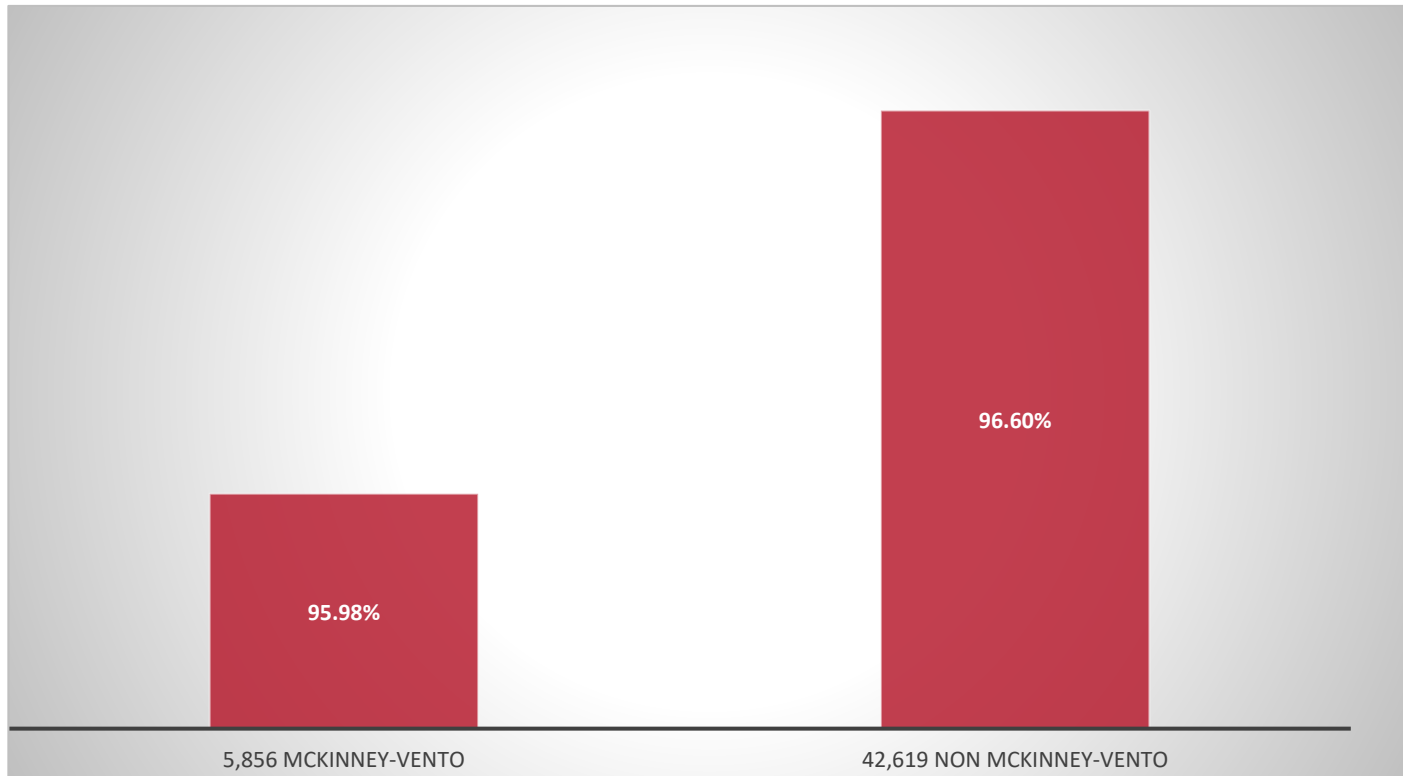
McKinney-Vento Liaison Duties

- Wrote/Received 3 year competitive grant 5 out of 6 times since 2002 (Notified 4/6/18 of Successful Application for 2018-2021!)
- Provides/Coordinates transportation via OCTA for Students and Parents (ES & IS) when eligible
- Assists Unaccompanied Youth, with or without Caregiver Affidavit
- Provides uniforms, backpacks & school supplies for those needing/requesting
- Connects families to community agencies for housing, food, medical, mental health & dental
- Initiated laundry program in a neighborhood
- Provides laundry supplies and personal hygiene products
- Coordinates/procures donations for MV students and families
- Provides certification letter for FAFSA application
- Reviews 11th & 12th graders for potential AB 1806
- Attends all SARB, expulsion and PPC hearings & IEPs if possible
- Provides approximately 9 district professional development trainings
- Speaks to approximately 7 groups and agencies annually regarding McKinney-Vento
- Attends minimum of 5 professional development trainings for Liaisons annually



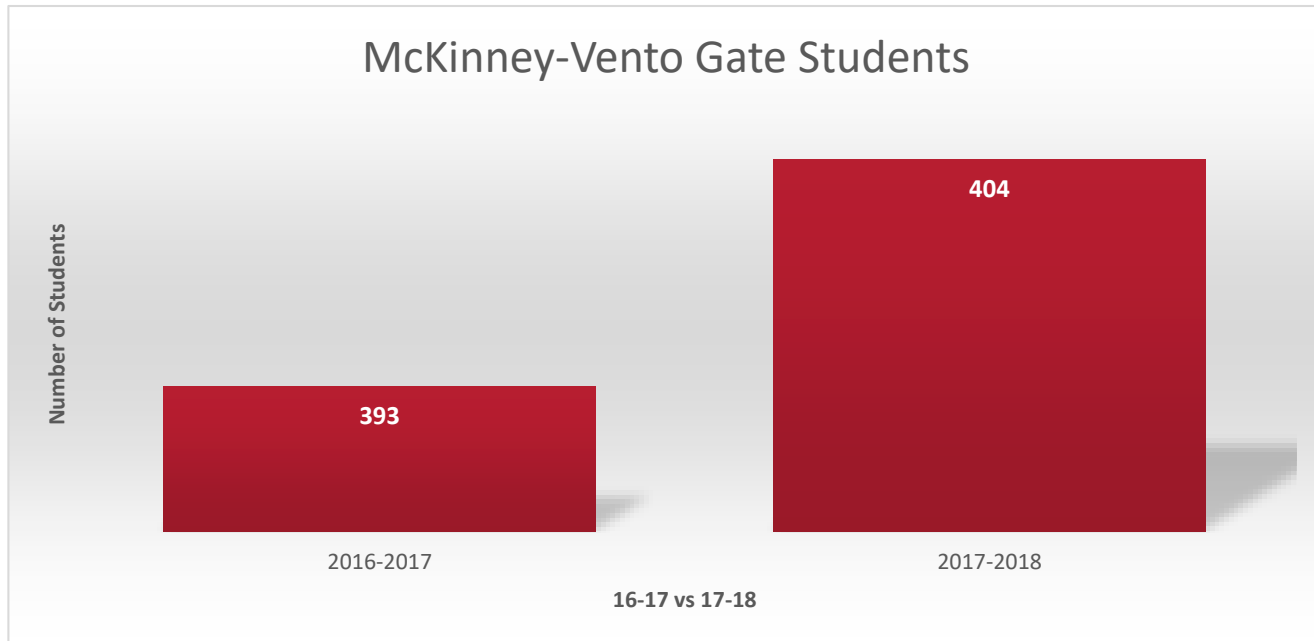
SAUSD 2017-2018

Comparison Student Attendance Rate Data McKinney-Vento vs Non-McKinney-Vento

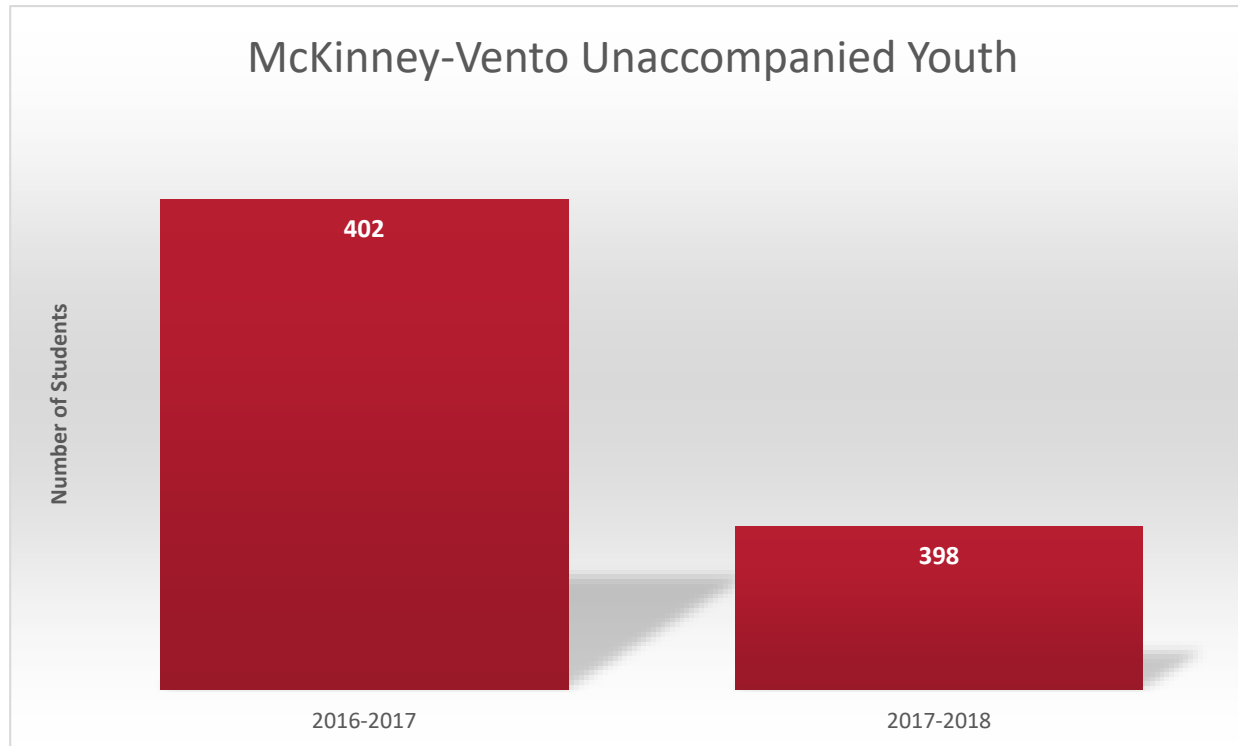


SAUSD Comparison Student Data

McKinney-Vento GATE vs Non-McKinney GATE



SAUSD 2016-2017 vs 2017-2018 Comparison Data



Graduation Percentages By High School 2016-2017

School Name	MV	Seniors	Grand Total	MV%	Non MV%
Century High School	32	326	358	8.94	91.06
Cesar Chavez High School	21	126	147	14.29	85.71
Cesar Chavez High School p. m.	8	35	43	18.6	81.4
Godinez Fundamental High School	74	518	592	12.5	87.5
Independent Study	1	2	3	33.33	66.66
Lorin Griset Academy	21	112	133	15.79	84.21
Middle College High School	7	71	78	8.97	91.02
REACH Academy		1	1		100
Saddleback High School	50	278	328	15.24	84.76
Santa Ana High School	81	463	544	14.89	85.11
Segerstrom High School	51	483	534	9.55	90.45
Valley High School	90	349	439	20.5	79.5
Grand Total	436	2764	3200	13.63	86.37

Elementary Schools

Percentages of McKinney-Vento Students

School	Enrollment	M-V Students	%
Washington Elementary			53.8%
Diamond Elementary	523	176	33.65%
King Elementary	675	145	21.48%
Monte Vista Elementary	536	133	24.81%
Advanced Learning Academy	134	21	15.67%
Edison Elementary	538	81	15.06%
Harvey Elementary	425	52	12.24%
Heroes Elementary	602	60	9.97%
Martin Elementary	671	65	9.69%
Franklin Elementary	415	39	9.40%
Davis Elementary	598	56	9.36%

Percentages of Students - Intermediate Schools

* Highlighted schools with darker red have enrollment of 20% or more of McKinney-Vento Students

School	Enrollment	M-V Students	%
ALA (6-9)	216	26	12.04%
Carr Intermediate	1442	272	18.86%
Lathrop Intermediate	981	275	28.03%
MacArthur Fundamental	1205	57	4.73%
McFadden Intermediate	1209	267	22.08%
Mendez Fundamental	1389	136	9.79%
Sierra Preparatory Academy	815	204	25.03%
Spurgeon Intermediate	876	113	12.90%
Villa Fundamental	1378	156	11.32%
Willard Intermediate	761	179	23.52%
Totals	10272	1685	16.83%

Percentages of Students – High Schools

*Highlighted schools with darker green have enrollment of 20% or more of McKinney-Vento Students

School	Enrollment	MV Students	%
Century High	1689	196	11.60%
Cesar Chavez High	287	53	18.47%
Cesar Chavez High - P. M.	78	19	24.36%
Godinez Fundamental High	2485	316	12.72%
Lorin Grisct Academy	332	84	25.30%
Middle College High School	345	37	10.72%
REACH Academy	47	14	29.79%
Saddleback High School	1520	250	16.45%
Santa Ana High School	2857	482	16.87%
Seegerstrom High School	2415	202	8.36%
Valley High School	2034	397	19.52%
Totals	14089	2050	17.65%

Enrollment Numbers from 2004-2018

YEAR	Pre-K	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	UNGR ADED	TOTAL
04/05		207	169	185	187	152	120	168	151	145	103	97	77	75		1836
05/06		464	406	384	384	345	273	231	248	236	166	172	131	120		3560
06/07	1	320	555	535	510	509	484	408	309	309	275	250	248	209		4922
07/08	22	351	708	711	738	711	714	525	399	297	443	420	366	325	1	6731
08/09	32	108	439	646	661	707	696	680	496	384	543	525	480	405	13	6815
09/10	202	222	340	553	689	707	727	685	693	529	395	531	499	467	48	7287
10/11	295	754	511	558	767	875	853	789	664	727	481	378	525	478	19	8674
11/12	123	743	904	621	684	793	893	803	693	664	702	538	403	477	13	9054
12/13	71	274	766	818	577	654	758	860	767	662	599	648	493	390	9	8346
13/14	14	123	333	749	811	582	633	730	813	761	631	575	621	494		7870
14/15	4	141	204	251	368	661	492	503	587	636	622	588	612	615	6	6280
15/16	14	226	291	352	408	479	725	549	563	633	658	634	608	582	1	6723
16/17	23	269	303	376	437	499	544	750	609	600	605	667	600	563	10	6855
17/18	96	189	249	302	357	412	471	567	719	593	513	540	538	495	16	6057 4/18/18

Partial List of Donor Agencies & Community Groups

Focus North America – Tom’s Shoes	Tennis Shoes
Honda Corporation – Torrance Service Center	Socks
Feed the Children	Literature Books, Binders, Food
SupplyBank.org aka K to College	Book bags, school supplies, dental kits
School on Wheels	1 to 1 Tutoring, backpacks, school supplies
Mater Dei Families	Personal blankets
Madison Moms Knitting Group	Knitted Caps/Scarves
Giving Children Hope/We’ve Got Your Back	Weekend food, furniture, shampoo
Illumination Foundation	Housing assistance
Mercy House	Housing assistance
Families Forward	Housing assistance
Serve the People	Vision Care, glasses
Monogram Magic of Lake Forest	New Clothing
Operation Warm Wishes of Tustin	Christmas Day meal, gift, laundry/ swap meet financial planning
Reunion Church	Volunteers for Laundry Nights
Soapy Hai Laundromat	Location for family laundry nights
Santa Ana Assistance League	Laundry Supplies
California Department of Education	McKinney-Vento Posters
Orange County Department of Education	Professional Development, backpacks, training folders
Southwest Community Center	Meals, clothing, groceries and motel vouchers
Edwards Life Sciences/Orange County United Way	Backpacks, holiday food baskets, gift cards, books, box tops, 75 volunteers for Read Across America
The Todd Anglin Foundation	Weekend food
Safe Families for Children	Respite for parents, safe location for children
Second Harvest Food Bank	Food and groceries
Tustin-Santa Ana-Orange American Association of Univ Women	Socks, literature books
Santa Ana-Tustin Soroptomist	Socks
Tustin Kiwanis	Backpacks, school supplies, sports equipment
Orange County Health Care Agency	Mental health services
MANY, MANY MORE	

What Makes the SAUSD McKinney-Vento Program Unique?



Laundry Event

What Makes SAUSD McKinney- Vento Program Successful?

Grant Items and Donations & Site Designee Meetings



What Makes SAUSD McKinney-Vento Program Special?

Food Pantry and Holiday Baskets from Donors



Dreaming Outside the Box- Next Steps

- Approximately 600 seniors are McKinney-Vento.
- Yearbooks are one of those things. If a donor or a fund of some sort could be located, and the McKinney-Vento 12th graders could be gifted their yearbook, that would be an amazing Dream Outside the Box.
- Formalize partnerships with MOU's to increase services and focus on SAUSD McKinney-Vento Families
- Increase case management support
- Increase training on policies and rights pertaining to M-V
- Increase services, especially tutoring at sites with highest percentages of M-V students

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Early Childhood Education Update**

ITEM: **Presentation**

SUBMITTED BY: **Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services**

BACKGROUND INFORMATION:

The purpose of this agenda is to present to the Board an update on the Early Childhood Education.

ITEM SUMMARY:
Presented for informational purposes

RATIONALE:

The Early Childhood Education update is to provide an overview of the District's programs, Headstart and CA State Preschool Program.

LCAP Goal 1.1: "Provide equitable student access to a rigorous, standards-based, instructional program that include, but is not limited to a high-quality instruction, Standards aligned instructional materials, academic supports, and technology-based resources. Full implementation of the new CA State Standards and assessments."

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Presented for information.

AJ:mo

Early Childhood Education Update



Alfonso Jimenez, Ed.D.
Deputy Superintendent, Educational Services

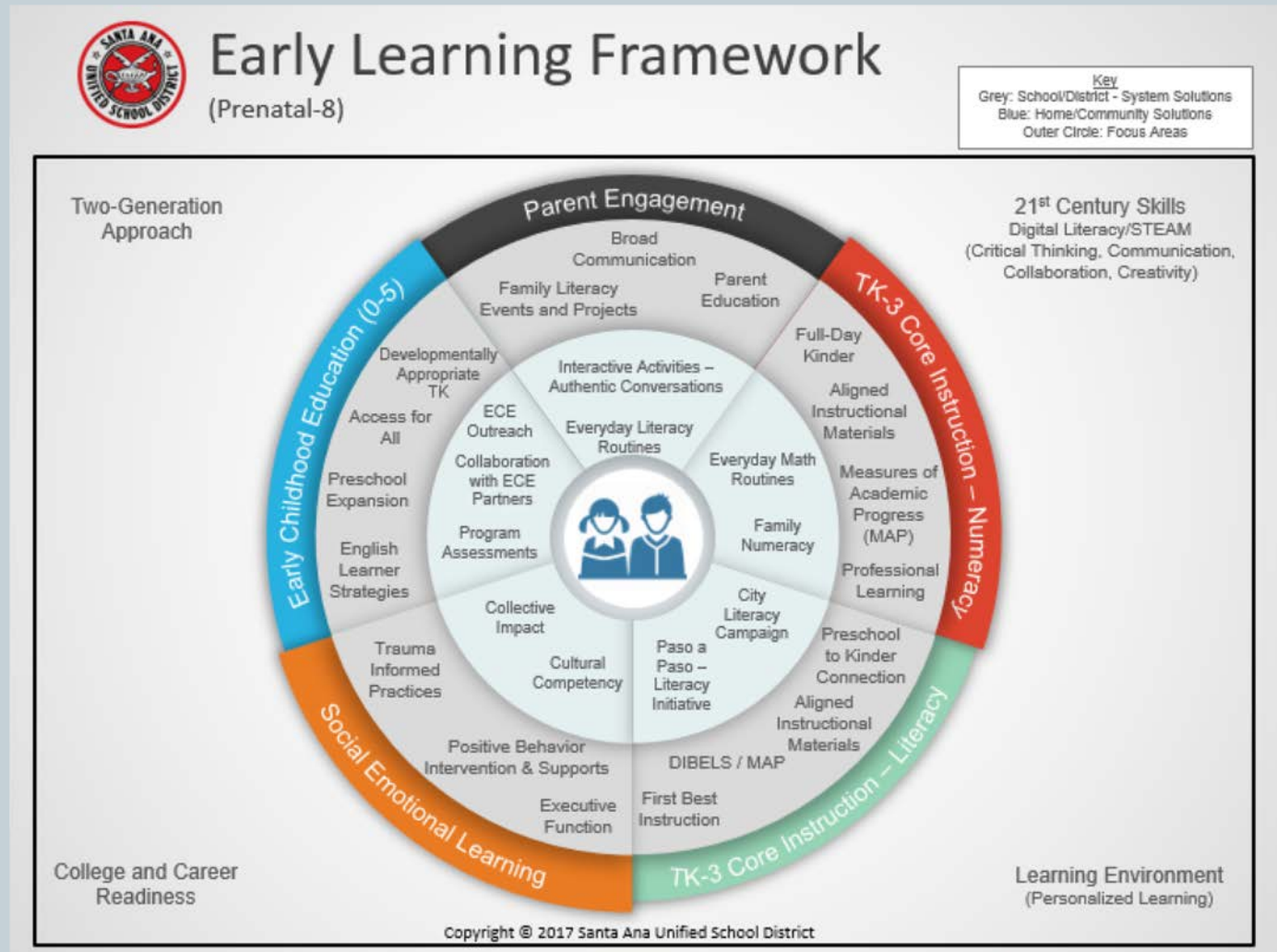
Daniel Allen, Ed.D.
Assistant Superintendent, Teaching and Learning



Early Learning Framework

2

The District set out to develop a comprehensive early learning plan in January 2016 in order to provide a guide for addressing the need to close the early learning gap in the Santa Ana Unified School District.



Early Learning Plan Actions

3

- Literacy support (interventions and tutoring)
- Parent Engagement – parent workshops (literacy, numeracy, English classes, *Padres Poderosos*)
- Early Learning Data Chats
- Classroom libraries
- Family literacy, numeracy, and STEAM nights
- Kinder Orientation for Parents
- Kinder Summer Prep Academy
- Cross Collaboration articulation (Kinder and Preschool)
- Social Emotional Learning
- Curriculum planning and development

Investment: \$867,480

Santa Ana Early Learning Initiative

4

- Involvement of principals within specific neighborhoods
- “Spark” projects – projects that can be implemented immediately, some connected with school’s Early Learning Plan
- Connection with non-profit organizations and resources
- Neighborhood Canvassing (connecting families with resources)

Early Childhood Education Programs

Goal is to increase the number of preschool programs across the district!

Dual Immersion preschools in 2018-2019!

CA State Preschool Program	15-16	16-17	17-18
Preschool - part day	1094	1142	1286
Full-day - full year	48	120	168
Inclusive part day	120	160	160
Sub-Total	1262	1422	1614
Head Start Program	15-16	16-17	17-18
Sub-Total	550	550	550
Total Early Childhood Education Slots	1812	1972	2164

Early Developmental Index (EDI) & CELDT

6

Measure	EDI 2015-2016	EDI 2016-2017
% of students at Beg. Level (CELDT)	48%	47%
% of students physically ready for school	96%	95%
% of students ready in basic literacy skills	64%	68%
% of students deemed ready in communication skills and general knowledge	28%	30%
% of students deemed ready in gross & fine motor skills	41%	46%

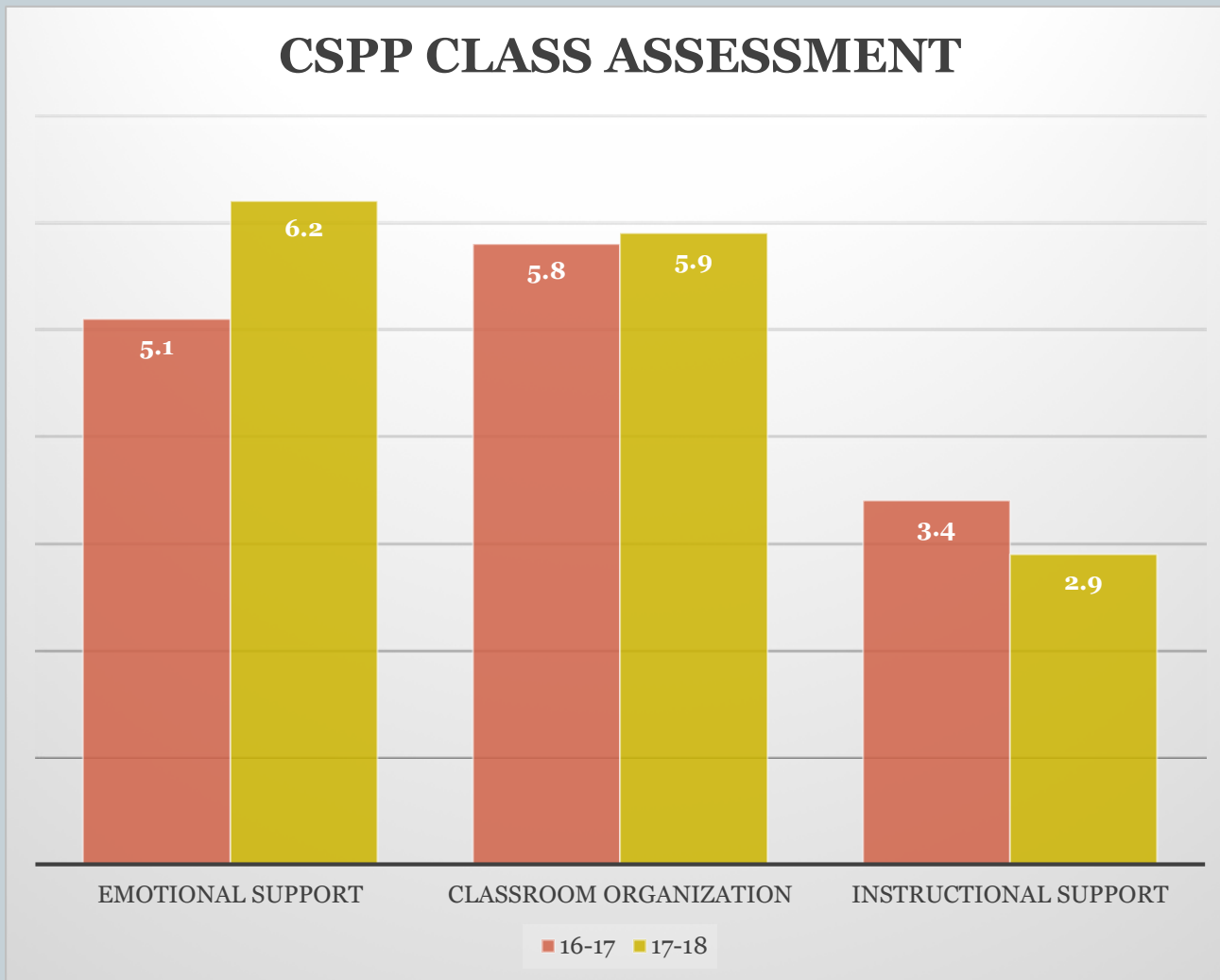
EDI is a questionnaire completed by kindergarten teachers in the 2nd half of the school year that measures children's ability to meet age-appropriate developmental expectations in five general domains: physical health and well-being, social competence, emotional maturity, language and cognitive development, communication skills and general knowledge.

CSPP - Classroom Assessment Scoring System (CLASS)

7

CSPP CLASS ASSESSMENT

CLASS is an observation instrument that assesses the quality of teacher-child interactions in center-based preschool classrooms. It measures emotional, organizational, and instructional supports.

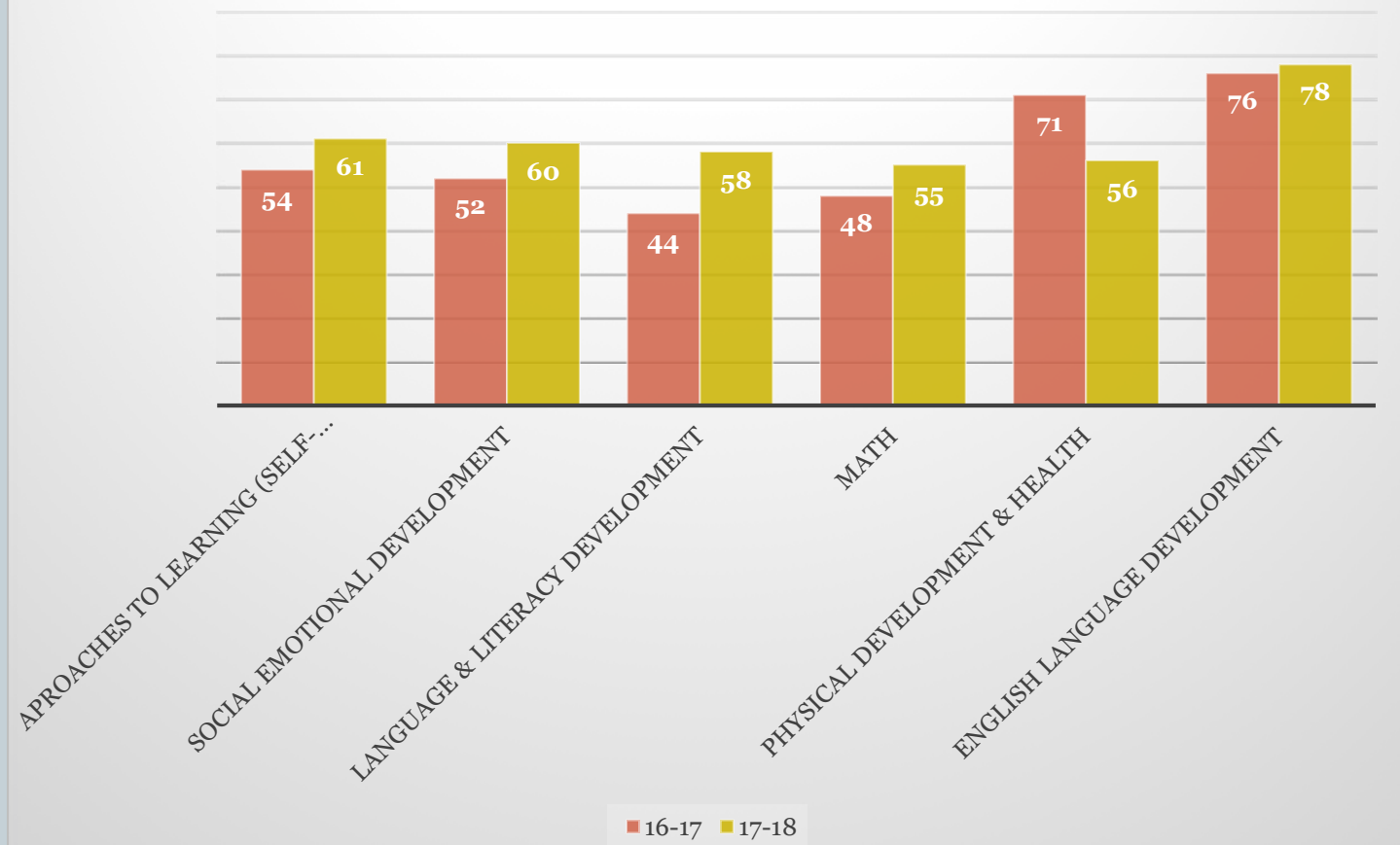


CSPP - Desired Results Developmental Profile (DRDP)

8

The DRDP (2015) is a formative assessment instrument developed by the California Department of Education for young children. It aligns with the CDE Early Learning and Developmental Foundations. SAUSD measures six domain areas.

CSPP DRDP ASSESSMENT

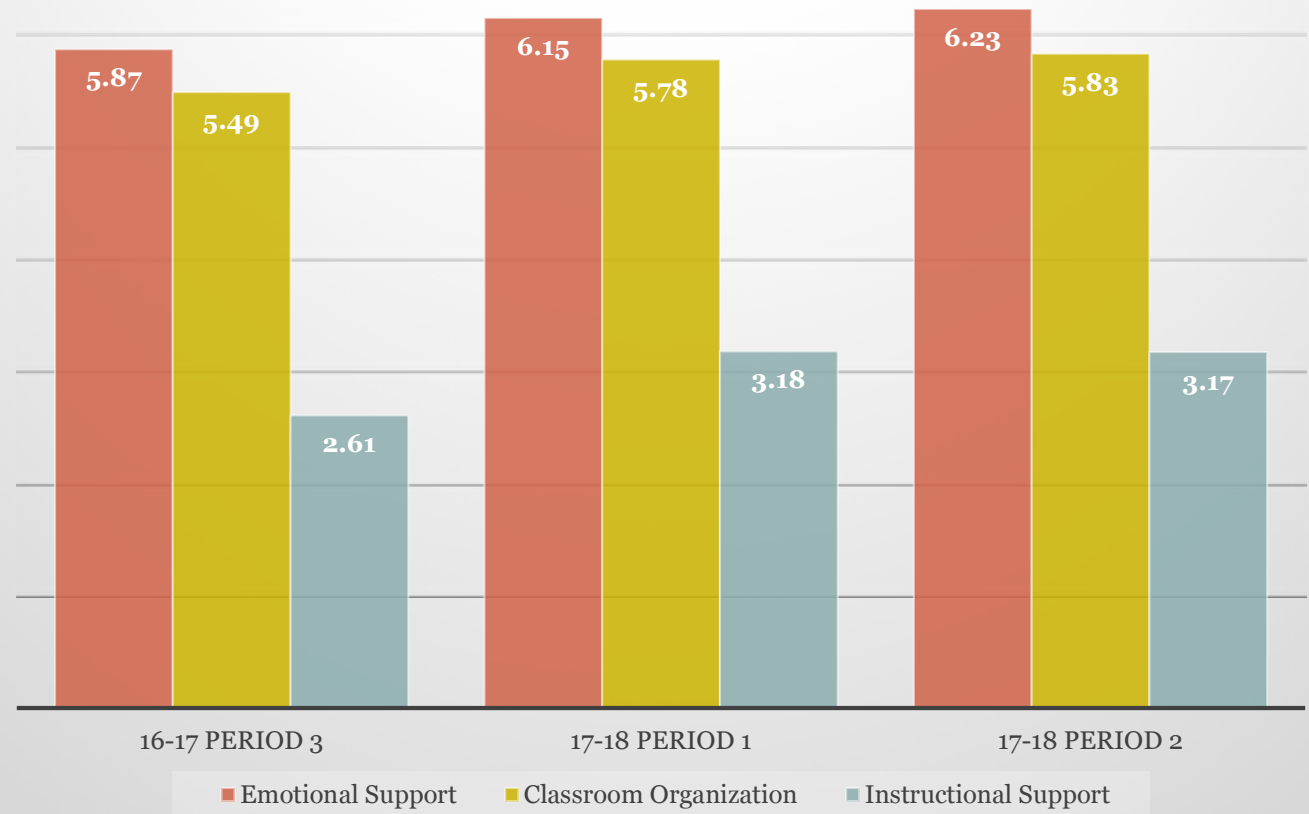


Head Start - Classroom Assessment Scoring System (CLASS)

9

HEAD START CLASS ASSESSMENT

CLASS is an observation instrument that assesses the quality of teacher-child interactions in center-based preschool classrooms. It measures emotional, organizational, and instructional supports.

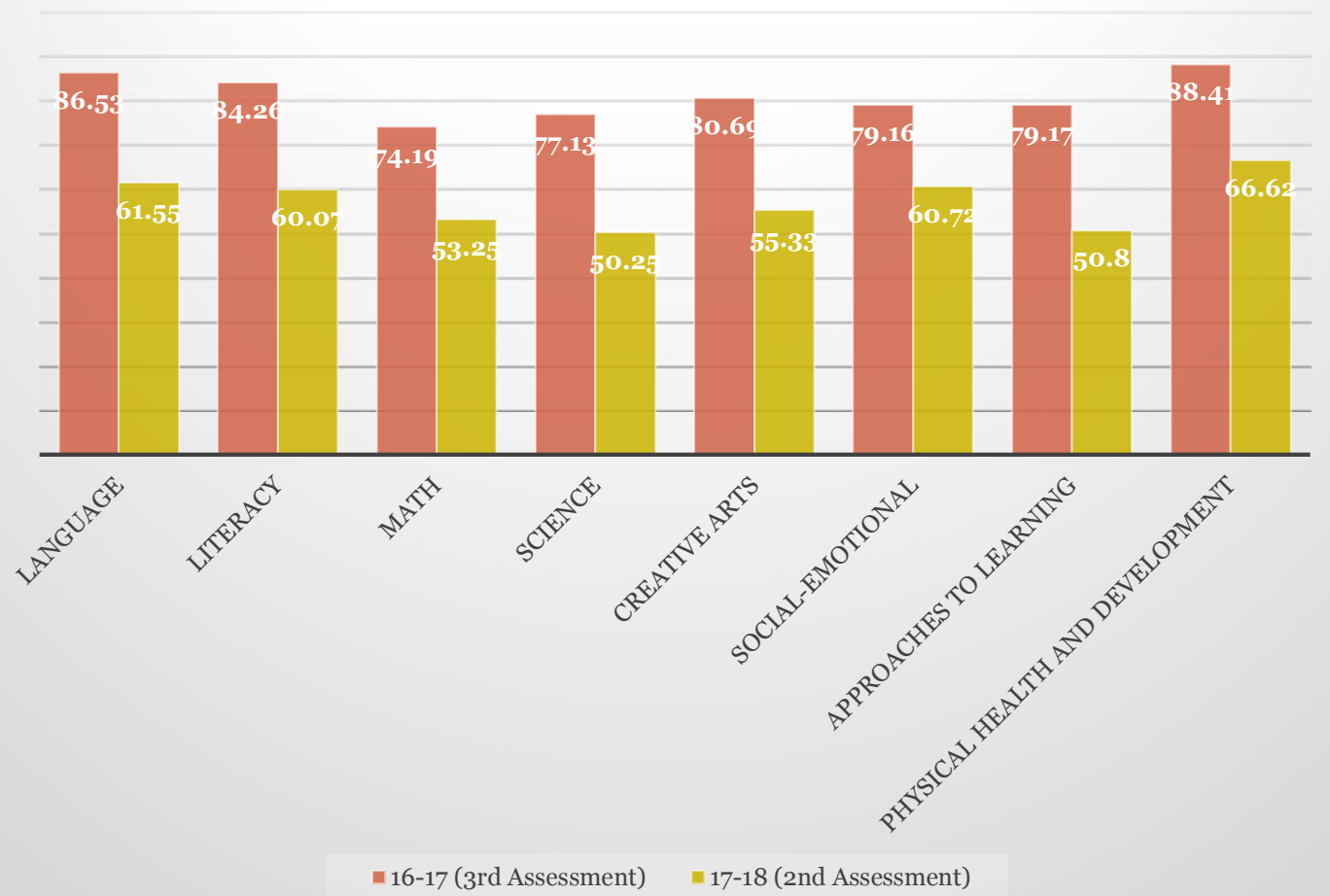


Head Start - Desired Results Developmental Profile (DRDP)

10

The DRDP (2015) is a formative assessment instrument developed by the California Department of Education for young children. It aligns with the CDE Early Learning and Developmental Foundations. SAUSD measures six domain areas.

HEAD START DRDP



Next Steps

11

Early Learning Plans
Implementation

Head Start
(Increase
Instructional
Support – PD)

CA State
Preschool
Program
Expansion

Questions

12



AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Ratification of Agreement with Child Care Careers**

ITEM: **Action**

SUBMITTED BY: **Daniel Allen, Ed.D., Assistant Superintendent, Teaching and Learning**

PREPARED BY: **Keely Orlando, Director, Early Childhood Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for the ratification of agreement with Child Care Careers. The contract will be increased by \$20,000.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Original agreement in the amount of \$50,000 • Ratification to increase agreement to \$70,000

RATIONALE:

Child Care Careers provides highly qualified Early Childhood Education teachers as substitutes in preschool classrooms. Due to high staff turnover and medical leaves, the demand for Child Care Careers substitutes was greater than initially anticipated and requires an increase to the initial agreement.

LCAP Goal #2: “Students need equitable access to a high quality curricular and instructional program that is accessible from school and home.”

FUNDING:

California State Preschool Programs Grant: \$70,000

RECOMMENDATION:

Ratify the agreement with Child Care Careers.

DA:KO;mo

Amendment # 2

Contract between Childcare Careers, LLC and Santa Ana Unified School District for Head Start, originally executed 8/22/2017, revised 2/15/2018 and 4/16/2018.

This **AMENDMENT** is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “**DISTRICT**” and Childcare Careers, LLC hereinafter referred to as “**CONSULTANT.**”

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

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

NOW, THEREFORE, the parties agree to amend the contract originally executed 9/7/2017 and as follows:

1. **CONSULTANT:** Will continue to provide high quality staff for short term assignment or long term assignments for staff vacancies of absences for the Early Childhood Education Program.
2. **Term.** CONSULTANT shall commence providing services under this amended AGREEMENT on 9/1/2017 and will diligently perform as required and complete performance by 6/30/2018.
3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AMENDED AGREEMENT at fee of \$20,000 for a total fee not to exceed \$70,000 for the entire AGREEMENT.

DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

All other terms of the initial AGREEMENT shall remain unchanged.

This AMENDED AGREEMENT is entered into this 15th Day of April, 2018.

DISTRICT:

By: _____
Signature

Manoj Roychowdhury

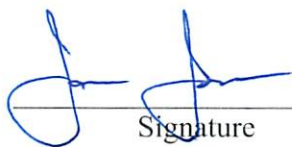
Printed Name

Assistant Superintendent, Business
Services

Title

Date Signed

CONSULTANT:

By:  _____
Signature

Jason Jones

Printed Name

CEO

Title

4/16/2018

Date Signed

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Adoption of High School Advanced Placement Calculus Textbook

ITEM: Action

SUBMITTED BY: Daniel Allen, Ed.D., Assistant Superintendent, Teaching and Learning

PREPARED BY: Edward Winchester, Executive Director, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of the high school Advanced Placement (AP) Calculus textbook in accordance with Board Policy (BP) 6161.1 – Selection and Evaluation of Instructional Materials. The adoption process began August 2017. AP Calculus teachers from all of the comprehensive high schools that currently offer AP Calculus were invited to participate and after a period of collaboration, made the above recommendation. At its February 27, 2018 meeting, the Board approved a 28-day review of the AP Calculus textbook. There were no comments from the public during the 28-day review.

ITEM SUMMARY:

- Adoption in accordance to BP 6161.1
- Calculus curriculum in all six comprehensive high schools

RATIONALE:

After a detailed review and evaluation process, a committee of teachers of the course AP Calculus has recommended the following textbook for adoption, *Calculus: Graphical, Numerical, Algebraic* by Finney, Demana, Waits, Foley, Kennedy, and Bressoud, 5th edition, published by Pearson.

The AP Calculus courses require a new textbook because the College Board has revised the AP Calculus framework as of 2016. The current textbooks used in Santa Ana Unified were copyrighted in 2006 and are not aligned with the new AP Calculus framework. The new AP Calculus framework includes new standards (known as the Mathematical Practices or MPACs), which require a shift in instruction from previously taught AP Calculus programs. The recommended curriculum covers these new standards but will also cover the following topics: Prerequisites for Calculus; Limits and Continuity; Derivatives; More Derivatives; Applications of Derivatives; The Definite Integral; Differential Equations and Mathematical Modeling; Applications of Definite Integrals; Sequences, L'Hospital's Rule, and Improper Integrals; Infinite Series; Parametric, Vector, and Polar Functions.

The recommended curriculum includes an eBook along with new technological resources. These technological resources also provide opportunities for more personalized instruction. For example, the MyMathLab resource provides multiple resources for students to receive feedback from teachers and fellow students allowing for constant communication on students' learning in the

course (i.e. what they have learned so far, what they need to continue to focus on, etc.). The technology also supports our focus on the purposeful use of technology, as the curriculum is accessible through the use of Chromebooks.

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:

General Fund

Materials for 400 students: $\$219.97 \times 400 = \$87,988$

Materials for teachers: $10 \times \$129.97 = \$1,299.70$

Training for 15 teachers over the summer: $\$45 \times 10 \times 6 = \$2,700$

Total cost: $\$91,987.70$

RECOMMENDATION:

Adopt the high school Advanced Placement Calculus textbook.

DA/EW:mjo

**TEXTBOOK RECOMMENDED FOR ADOPTION
BOARD MEETING: May 22, 2018**

<u>DEPT/COURSE</u>	<u>RECOMMENDED TEXTBOOKS</u>	<u>TYPE OF ADOPTION</u>
--------------------	------------------------------	-------------------------

High School Math/ AP Calculus

AP Calculus

Finney, Demana, Waits, Foley, Kennedy, and Bressoud
Calculus: Graphical, Numerical, Algebraic
5th Edition– Edition with MyMathLab
Pearson
ISBN: 9780133311624

Santa Ana Unified School District
Instructional Materials 28-Day Review

Title: Calculus: Graphical, Numerical, Algebraic, with MyMathLab

Publisher: Pearson

These instructional materials are being recommended for use for AP Calculus instruction. Please feel free to review the instructional materials and offer and comments or feedback.

Notes/Comments/Feedback:

Recommend Adopt _____ Recommend Do Not Adopt _____

If you have not already done so above, please offer any rationale for your recommendation.

Contact Information (Optional):

Name Laily Rinkel

Email Laily.Rinkel@sausd.us

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Adoption of High School Math Analysis Textbook

ITEM: Action

SUBMITTED BY: Daniel Allen, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Edward Winchester, Executive Director, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of the high school Math Analysis textbook. The adoption process began August 2017. Math Analysis teachers from all of the comprehensive high schools that currently offer Math Analysis were invited to participate and after a period of collaboration, made the above recommendation. At its February 27, 2018 meeting, the Board approved a 28-day review of the Math Analysis textbook. There were no comments from the public during the 28-day review.

ITEM SUMMARY:

- Adoption in accordance to BP 6161.1
- Math Analysis curriculum for all six comprehensive high schools

RATIONALE:

After a detailed review and evaluation process, a committee of teachers of the course Math Analysis has recommended the following textbook, *Precalculus: Graphical, Numerical, Algebraic* by Demana, Waits, Foley, Kennedy, and Bock, 10th edition, published by Pearson, for adoption.

In looking at the previously adopted materials, the current textbooks used in Santa Ana Unified were copyrighted in 2007 and are not aligned with the new state standards. Math Analysis standards have shifted as a result of the new state standards. For instance, standards that were covered in Algebra 2 have now shifted to be covered in Math Analysis and so the current Math Analysis materials do not contain the necessary standards for students to be successful in future math courses such as Advanced Placement Calculus.

The recommended curriculum for adoption will cover topics on: Functions and Graphs; Polynomial, Power, and Rational Functions; Exponential, Logistic, and Logarithmic Functions; Trigonometric Functions; Analytic Trigonometry; Applications of Trigonometry; Systems and Matrices; Analytic Geometry in Two and Three Dimensions; Discrete Mathematics; Statistics and Probability; and An Introduction to Calculus. Additionally, the recommended curriculum includes an ebook along with new technological resources. These technological resources also provide opportunities for more personalized instruction. For example, the MyMathLab resource provides multiple resources for students to receive feedback from teachers and fellow students

allowing for constant communication on students' learning in the course (i.e. what they have learned so far, what they need to continue to focus on, etc.). The technology also supports our focus on the purposeful use of technology as the curriculum is accessible through the use of Chromebooks.

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:

General Funds:

Materials for 600 students: $\$212.97 \times 600 = \$127,782$

Materials for 15 teachers: $15 \times \$122.97 = \$1,844.55$

Training for 15 teachers over the summer: $\$45 \times 15 \times 6 = \$4,050$

Total cost: $\$133,676.55$

RECOMMENDATION:

Adopt the high school Math Analysis textbook.

DA/EW:mjo

**TEXTBOOK RECOMMENDED FOR ADOPTION
BOARD MEETING: May 22, 2018**

<u>DEPT/COURSE</u>	<u>RECOMMENDED TEXTBOOKS</u>	<u>TYPE OF ADOPTION</u>
	High School Math/ Math Analysis	
Math Analysis	Demana, Waits, Foley, Kennedy, and Bock <u><i>Precalculus: Graphical, Numerical, Algebraic</i></u> 10 th Edition– Edition with MyMathLab Pearson ISBN: 9780134782010	

Santa Ana Unified School District
Instructional Materials 28-Day Review

Title: Precalculus: Graphical, Numerical, Algebraic Common Core with MyMathLab

Publisher: Pearson

These instructional materials are being recommended for use for Precalculus instruction. Please feel free to review the instructional materials and offer and comments or feedback.

Notes/Comments/Feedback:

Recommend Adopt _____ Recommend Do Not Adopt _____

If you have not already done so above, please offer any rationale for your recommendation.

Contact Information (Optional):

Name Laily Rinkel

Email Laily.Rinkel@sausd.us

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval of Recommendation for 28-Day Review of *Statistics* as the Advanced Placement Statistics Textbook**

ITEM: **Action**

SUBMITTED BY: **Daniel Allen, Ed.D., Assistant Superintendent, Teaching and Learning**

PREPARED BY: **Edward Winchester, Executive Director, Secondary Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to recommend approval of *Statistics* as the Advanced Placement Statistics Instruction Program.

ITEM SUMMARY:

- Adoption in accordance to BP 6161.1
- Statistics curriculum at all six comprehensive high schools

RATIONALE:

A committee of teachers of the AP Statistics course has recommended, *Statistics* by Griswold, Hayes, Hooper, Lindemer, and Rack, 1st edition, published by CPM Educational Program, for approval as the textbook for AP Statistics.

The AP Statistics courses require a new textbook because the College Board has revised the AP Statistics framework as of 2010. The current textbooks used in Santa Ana Unified were copyrighted in 2007 and are not aligned with the new AP Statistics framework. The recommended curriculum covers the following topics: Representing Data; Two-Variable Quantitative Data; Multivariable Categorical Data; Studies and Experiments; Density Functions and Normal Distributions; Discrete Probability Distributions; Variability in Categorical Data Sampling; Drawing Conclusions From Categorical Data; Chi-Squared Inference Procedures; Drawing Conclusions from Quantitative Data; Comparing Means and Identifying Tests; Inference for Regression; ANOVA.

The recommended curriculum includes an eBook along with new technological resources. These technological resources also provide opportunities for more personalized instruction. For example, the Desmos integration into the eBook provides students with an opportunity to graphically analyze given statistical models and situation. This allows students to help see multiple representations of the mathematics and so develop a deeper level of understanding. The use of technology also supports our focus on the purposeful use of technology, as the curriculum is accessible through the use of Chromebooks.

The adoption process began August 2017. AP Statistics teachers from all of the comprehensive high schools that currently offer AP Statistics were invited to participate and after a period of collaboration, made the above recommendation.

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:

No Fiscal Impact

RECOMMENDATION:

Approve recommendation for 28-Day review of *Statistics* as the Advanced Placement Statistics Textbook.

DA/EW:mo

**TEXTBOOK RECOMMENDED
BOARD MEETING: May 22, 2018**

<u>DEPT/COURSE</u>	<u>RECOMMENDED TEXTBOOKS</u>	<u>TYPE OF ADOPTION</u>
	High School Math/ AP Statistics	
AP Statistics	Griswold, Hayes, Hooper, Lindemer, and Rack <u>Statistics</u> 1 st Edition– Edition CPM Educational Program	

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval to Invest Other Postemployment Benefit Funds in California Public Employees' Retirement System (CalPERS) Managed by California Employers' Retiree Benefit Trust (CERBT) Plan**

ITEM: **Action**

SUBMITTED BY: **Manoj Roychowdhury, Assistant Superintendent, Business Services**

BACKGROUND INFORMATION:

Other Postemployment Benefit (OPEB - other than pensions) accounting and financial reporting changes (Governmental Accounting Standards Board GASB 43 and 45 as replaced by GASB 74 and 75) necessitate that the District fund the postemployment benefits through investments in irrevocable and trust assets. The Board of SAUSD approved the California Public Employees' Retirement System (CalPERS) operated by California Employers' Retiree Benefit Trust (CERBT) plan for such investment on December 28, 2016. The District funded \$10 million on the CERBT plan on February, 2017. The recent actuarial valuation as of September 1, 2016, estimates the District's Actuarial Accrued Liability (AAL) for Other Postemployment Benefits (OPEB) at \$187.5 million and residual Amortized Unfunded Actuarial Accrued Liability at \$70.9 million. Actuarial Accrued Liability (AAL) is the amount of the actuarial present value of total projected benefits attributable to employees' past service based on the actuarial cost method used.

ITEM SUMMARY:

- Investment of \$40 million in California Employers' Retiree Benefit Trust (CERBT) Plan from Special Reserve Fund for Postemployment Benefits.

RATIONALE:

Over the last 3 years, the Board authorized transfers of OPEB Funds from General Fund (Fund 01) to the Special Reserve Fund for Postemployment Benefits (Fund 20). The current balance in Fund 20 is \$40.15 million.

The Special Reserve Fund for Postemployment Benefits (Fund 20) is maintained in the Orange County Treasury investment pool and earns an interest of 1-1.5%. Additionally, the investments are not in irrevocable trusts and do not impact GASB 75 liability calculation. District is recommending an investment contribution of \$40 million to the CERBT plan. The interest rate earned on the CERBT plan for 2017-18 is 5.65% (5 years return average is 4.28%). CERBT plan has the lowest administrative cost (10 basis points) in the industry. The contribution is expected to positively impact District's credit rating and generate investment income for future retirees in addition to reducing the OPEB liabilities for GASB 74 and 75. Currently 62 school employers (524 governmental agencies) participate in CERBT with 32 school districts funded at more than 25% of AAL.

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

FUNDING:

Special Reserve Fund (Fund 20): \$40 million

RECOMMENDATION:

Approve the Investment of Other Postemployment Benefit Funds in California Public Employees' Retirement System (CalPERS) Managed by California Employers' Retiree Benefit Trust (CERBT) Plan.

MR:mm

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Authorization to Award a Contract for Vending Services

ITEM: Action

SUBMITTED BY: Manoj Roychowdhury, Assistant Superintendent, Business Services
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to award a contract to Continental Vending, pursuant to RFP No. 23-18, for vending services.

RATIONALE:

Staff issued Request for Proposal (RFP) No. 23-18 for vending services, the District currently only has vending services at a few sites.

The RFP was advertised, as legally required, in the *Orange County Register*, on the District's website, PlanetBids, on three bid portals, and additional direct vendor outreach was performed to vendors. Eight firms downloaded the proposal documents and four submitted proposals. Staff recommends award of a contract to Continental Vending based on the outcome of an objective review, subjective review, pricing and interview panel. Vendor selection is in compliance with requirements within Board Policy.

Each proposal was reviewed and scored based on an objective review, subjective review, pricing and an interview panel. Thirty-five combined percentage points were available during objective review, subjective review and pricing. Sixty-five percentage points were available during the interview panel review of the proposers. Proposals were required to meet a minimum score of eighty percentage points during the objective review to move on to the subjective and pricing review. All qualifying proposers were invited to an interview panel review. The outcome of the evaluation results was as follows:

ITEM SUMMARY:

- Award RFP No. 23-18
- Provide vending services to the District
- Contract effective May 23, 2018 through June 30, 2019, with four possible 1-year extensions with Board of Education approval

Objective Review:

Company Reviewed (Minimum of 80% to Advance)	Score
Continental Vending	97%
Vending One	97%
Intellivend	95%
Vending Plus	82%

The objective review is a quantitative review on the facts of each company, with a predefined scoring criteria to establish a minimum requirement to proceed to the next stage of proposal evaluation. The objective review criteria were as follows:

- Location/Accessibility to the District
- Past industry performance
- Past claims, lawsuits or contract arbitrations
- Industry references
- Completeness of submitted RFP Response

Subjective Review:

Company Reviewed	Score
Continental Vending	83%
Intellivend	80%
Vending One	80%
Vending Plus	60%

The subjective review is a panel evaluation of specific sections of each proposal to be able to compare each firm's approach to the scope of work outlined in the RFP. The subjective review criteria were as follows:

- The firm's ability to provide Micro Markets
- Security and aesthetics of the firm's vending equipment
- The firm's proposed implementation schedule

Pricing Review:

Company Pricing	Score
Vending One	100%
Vending Plus	100%
Intellivend	71%
Continental Vending	57%

All firms were invited to interviews.

Objective, Subjective and Pricing Review:

Company Reviewed	Score
Vending One	93%
Vending Plus	83%
Intellivend	81%
Continental Vending	76%

Interview Panel:

Company Reviewed	Score
Continental Vending	99%
Vending One	86%
Intellivend	59%
Vending Plus	44%

The interview review panel criteria were as follows:

- The firm's available product offering, replenishment and technology integration.
- The firm's customer service and refund policies.
- The firm's transitioning plan for installation of equipment

The review panel consisted of the following positions:

Assistant Director of Nutrition Services
Coordinator, Special Projects
Chief Communications Officer

Total Score:

Company Evaluated	Score
Continental Vending	91%
Vending One	89%
Intellivend	67%
Vending Plus	58%

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Authorize staff to award a contract to Continental Vending for vending services.

MR:jg:mm

**AGENDA ITEM BACKUP SHEET
May 22, 2018**

Board Meeting

TITLE: Authorization to Award a Contract to Balfour Beatty Construction for Construction Management Services for the Portable-to-Permanent (P2P) Classroom Building at Muir Fundamental Elementary School

ITEM: Action

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

PREPARED BY: Jeremy Cogan, Director, Facilities Planning

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval to award a contract to Balfour Beatty Construction (BBC) for construction management services for the Portable to Permanent (P2P) Classroom Building Project at Muir Fundamental Elementary School. The Board approved this project on May 23, 2017.

ITEM SUMMARY:

- Construction management services for the P2P Project at Muir Fundamental Elementary School.
- Contract Starts: May 23, 2018
- Contract award for \$ 1,388,969.00, which is attached.

RATIONALE:

The Facilities Department previously solicited Requests for Qualifications (RFQ) for construction management firms, from which the Board approved a short list of six firms. Balfour Beatty Construction was invited to submit a proposal for construction management services for the Muir P2P project given their experience with the District, existing knowledge of the project and recent performance in the delivery of the Valley High School P2P classroom building project, which included a scope of work and requirements similar to the Muir P2P project.

Construction Manager	Cost Proposal
Balfour Beatty Construction (BBC)	\$1,388,969.00

Attached for the Board’s review and consideration is the BBC Management Agreement.

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

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

FUNDING:

Overcrowding Relief Grant Savings Fund: \$1,388,969

RECOMMENDATION:

Authorize staff to award a contract to Balfour Beatty Construction for construction management services for the Portable to Permanent (P2P) Classroom Building Project at Muir Fundamental Elementary School.

OW:JC:rb

SANTA ANA UNIFIED SCHOOL DISTRICT CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This Construction Management Services Agreement (“Agreement”) is made and entered into this **23rd day of May 2018** by and between Santa Ana Unified School District (hereinafter “District”) and **Balfour Beatty Construction**, (hereinafter referred to as “Construction Manager”) for construction management services relating to the following project(s) (the “Project”): **John Muir Fundamental Elementary School Addition**.

ARTICLE 1

CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

Construction Manager shall provide professional services necessary for completing the following:

A. BASIC SERVICES

1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
2. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
3. Contract for or employ, at Construction Manager’s expense, sub-consultant(s) to the extent deemed necessary for Construction Manager’s services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
5. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the Site Committee meetings, and of construction meetings during the course of the projects. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
8. At the request of the District, develop a Management Information System to assist in establishing communications between the District, Construction Manager, design professional(s), contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
10. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Budget and other Project costs shall be adjusted as indicated in the Agreement.
11. Provide and maintain a management team on the Project sites.
12. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
13. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
14. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.
15. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
16. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

17. Construction Manager is not responsible for:

- a. Ground contamination or hazardous material analysis.
- b. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
- c. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.
- d. Historical significance report.
- e. Soils investigation.
- f. Geotechnical hazard report.
- g. Topographic survey, including utility locating services.
- h. Other items specifically designated as the District's responsibilities under this Agreement.
- i. As-built documentation from previous construction projects.

18. **General Program Services**

- a. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's Program. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its design professional(s).
- b. **Scheduling:** Prepare methods to track and report on schedule status for each project and for the overall Program. Construction Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.
- c. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. Construction Manager shall generate monthly reports to the District reflecting this information.
- d. **Communications to Board:** The Construction Manager may be required to attend each monthly meeting of the District's Board of Education, and to provide updates at each meeting.

1.1 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating, monitoring, and managing the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.1.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractor and shall serve to orient the contractor to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractor and forward such documents after approval by the Construction Manager to the District.

1.1.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the Contract Documents and this Agreement and within the Project Budget. The Construction Manager shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.1.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's labor compliance provider with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.1.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.1.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.1.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractor(s) in the performance of their Contracts, and shall not be responsible for the failure of any Contractor(s) to carry out Work in accordance with the Contract Documents.

The Construction Manager shall ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so

conform, Construction Manager will take appropriate measures to secure compliance, subject to District approval.

The Construction Manager shall ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.

1.1.7 Non-Conforming Work. The Construction Manager shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.1.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.1.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience.

1.1.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.1.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance or bonds submitted.

1.1.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and if required by District, prepare and develop cash flow reports and forecasts as needed. All changes will comply with the OPSC requirements to ensure that all costs associated with the changes will be covered and paid for by the State Grant Program. The District may elect to add Changes to the Scope of Work that are not part of the program but paid for by the District.

The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.1.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.1.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis:

- (a) a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings;
- (b) product data;
- (c) samples;
- (d) submittals;
- (e) purchases;
- (f) materials;
- (g) equipment;
- (h) applicable handbooks;
- (i) Titles 21 and 24 of the California Code of Regulations;
- (j) the California Uniform Building Code;
- (k) maintenance and operating manuals and instructions;
- (l) other related documents and revisions which arise out of the Contracts.

The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

The Construction Manager shall implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.

Construction Manager shall also assist District in selecting and retaining special consultants and testing laboratories and coordinate their services.

1.1.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.1.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.1.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.1.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.1.19 Contractor Claims. If the District wishes to receive assistance from the Construction Manager for any claim related to the Project, the District shall provide to the Construction Manager copies of all notices of claims by Contractors against the District for any

alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within fourteen (14) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and may be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager may invoice at the rates indicated herein for its activities, as directed by the District, for its reasonable efforts related to claims pursuant to this Paragraph, after completion of the Project as defined in Paragraph 1.3 of this Agreement.

1.1.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by all parties for the Project for which Verified Reports are required.

1.1.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain from Contractors, the Architect, or manufacturers, as required, all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.1.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall assist the Architect in preparing a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections. The Construction Manager shall verify work completed to ensure satisfactory completion by said contractor(s) of the punch list items.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.1.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.1.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.1.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.1.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records. All Accounting Records will comply with OPSC Audit requirements.

1.1.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.1.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.1.29 Project Completion

- (a) The Construction Manager shall observe, with District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s), ensure District of compliance with applicable provisions of the contract(s) , that all work has been performed and accepted, and that all systems are complete and operative.
- (b) At the punch list phase of the Project or designated portions thereof, the Construction Manager shall, in consultation with the Architect(s) and PI, ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractors' performance and completion of punch list work. The Construction Manager shall review, with the Architect(s) and District, the

completed punch list work. The Construction Manager shall ensure, with input of Architect(s), that the completed punch list work complies with applicable provisions of the Construction contract(s).

- (c) The Construction Manager shall determine, with the Architect(s) and District, when the Project or designated portions thereof are complete.
- (d) The Construction Manager shall conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify District of final completion.
- (e) The Construction Manager shall consult with the Architect(s), PI and the District and shall determine when the Project and the contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.
- (f) Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.1.30 Final Documents

The Construction Manager shall review and monitor all as built drawings, maintenance and operations manuals, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

1.1.31 Warranty

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

1.2 TIME.

1.2.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.2.2 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance under the contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

ARTICLE 2 **THE DISTRICT'S RESPONSIBILITIES**

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 The District shall designate a representative to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.3 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Paragraphs 2.1 through 2.3, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within five (5) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The

terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

2.9 The District shall provide all costs such as, printing and distribution (UPS, FedEx, US Mail, etc) of all construction documents, as well as any on site security that is not included in the contractor(s) contract, necessary through the duration of the project.

ARTICLE 3

CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget. All budgets will be in compliance with State funds available, if applicable.

The Construction Manager shall have the responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect and District throughout the preconstruction phase and during construction.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

ARTICLE 4
BASIS OF COMPENSATION AND PAYMENT

District shall compensate Construction Manager for the services required hereunder, as follows:

4.1 BASIC COMPENSATION FEE

4.1.1 The Construction Manager's total compensation for providing the Construction Management Services described in Article I shall be the following:

An amount equal to One Million Three Hundred Eighty-Eight Thousand Nine Hundred Sixty-Nine Dollars (\$1,388,969).

4.1.2 Construction Manager shall bill its work under this Agreement on a monthly time and materials basis in accordance with this Agreement.

4.1.3 No increase in fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.

4.1.4 The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof, as including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables.

4.2 GENERAL CONDITIONS COSTS

4.2.1 All General Conditions costs shall be included in the basic compensation fee. No further compensation shall be paid to the Construction Manager for costs related to General Conditions unless otherwise approved by the District in writing.

4.3 PAYMENT

4.3.1 BASIC COMPENSATION PAYMENT

4.3.1.1 Invoicing.

4.3.1.1.1 The Construction Manager shall invoice the Owner monthly for services performed in the previous month.

4.3.1.1.2 Project Retention. At a minimum, the District will hold five percent (5%) of the Construction Managers total compensation as retention until DSA has provided final approval of the Project.

4.3.2 GENERAL CONDITIONS PAYMENT

N/A

4.3.3 PAYMENT OF INVOICES.

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

4.4 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager.

ARTICLE 5 GENERAL CONDITIONS

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. Construction Manager shall be compensated for General Conditions Costs as set forth in Articles 4.1.1, 4.2 and 4.3.2.

The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

ARTICLE 6 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

The District may give seven (7) days written notice to Construction Manager of District's intent to suspend or terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure to the District's

satisfaction the performance as set forth in the District's notice of intent to suspend or terminate the Construction Manager's services, District may issue a notice of termination or suspension. At that time, Construction Manager's services shall be suspended or terminated as set forth in District's notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager and without cause following fourteen (14) days prior written notice from District to Construction Manager.

6.2 CONTINUANCE OF WORK.

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

6.3 ABANDONMENT OF A PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

6.5 DELIVERY OF DOCUMENTS.

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project no later than three (3) business days following termination, abandonment, or suspension.

ARTICLE 7 INDEMNIFICATION

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager, or the District, or any person, firm or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District;

(c) Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Construction Manager at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 8 SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any state funding for the Project from the SAB, this Agreement shall also be governed by any applicable laws and/or regulations relating to such state funding from the SAB ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
CONSTRUCTION MANAGER NOT AN OFFICER
OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and
5. Personal injury.

(c) Professional liability insurance. To the extent that the Construction Manager maintains a professional license pursuant to which it performs any of the Construction Management Services described herein, the Construction Manager shall carry professional liability insurance, including contractual liability, with limits of Two Million dollars (\$2,000,000) per claim and/or aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

ARTICLE 12

CONSTRUCTION MANAGEMENT PERSONNEL

12.1 The Construction Manager shall provide the District with a written list of all personnel performing services on the Project to be approved in writing by the District.

12.2 The Construction Manager designates _____ as the Construction Manager's Senior Project Manager who will provide and perform Construction Management Services during the construction of the Project. Construction Manager shall provide all other necessary Construction Management personnel to complete the Project, in accordance with this Agreement, at the Fixed Fee indicated in Article 4.1.1.

12.3 No person named in paragraph 12.2 of this Article, or his/her successor approved by the District, including personnel in paragraph 12.1 shall be removed or replaced by the Construction Manager, nor shall his/her agreed-function or level of commitment hereinabove be changed, without the prior written consent of the District.

12.4 District may, at its sole discretion, request removal or replacement of personnel that are deemed not suitable for the Project.

12.5 Pursuant to Education Code section 45125.2, District has determined on the basis of scope of work in this Agreement of this Project, that Construction Manager and its subcontractors and employees will have only limited contact with pupils at most. Construction Manager shall promptly notify District in writing of any facts or circumstances which might

reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d). In addition, Construction Manager shall verify that **all** of its employees, its sub consultants, and the employees of its sub consultants are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

ARTICLE 13
EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

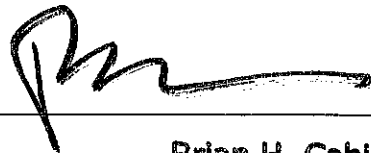
CONSTRUCTION MANAGER:

DISTRICT:

Balfour Beatty Construction

Santa Ana Unified School District

By: _____



Brian H. Cahill
~~President, California Division~~

By: _____

Orin Williams
Assistant Superintendent
Facilities & Governmental Relations

Attest:

By: _____

Manoj Roychowdhury
Assistant Superintendent
Business Services

**AGENDA ITEM BACK UP SHEET
May 22, 2018**

Board Meeting

TITLE: **Approval of Agreement with Lentz Morrissey Architecture for Architectural Services for the Reconfiguration and Rerouting of the Drop off at Villa Fundamental Intermediate School**

ITEM: **Action**

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

PREPARED BY: **Jeremy Cogan, Director, Facilities Planning**

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval of an agreement with Lentz Morrissey Architecture (LMA) for the reconfiguration and rerouting design of Villa Fundamental Intermediate School Drop Off and District Office parking.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Approve the agreement with LMA. • Contract Starts: May 23, 2018 • Contract Amount: Not to exceed \$55,000.

On February 15, 2017, the District solicited a Request for Qualifications for architectural services. Of the 37 applicants, 5 firms, including LMA, were selected and approved by the Board on May 9, 2017 to be placed on the District’s list of pre-approved architectural firms.

RATIONALE:

Award of this contract will allow LMA to coordinate and complete architecture, civil engineering, and topographical survey work to design a curb cut at McClay Street and extend a new drive aisle east to the District office parking lot, new parking lot striping, parking lot expansion west, drop off modifications to accommodate ADA, slurry and striping as needed, and fencing and gates as needed. Award of this contract will allow LMA to design the drop off for compliance with ADA. Staff recommends award of contract to LMA for design of the drop off at Villa Fundamental Intermediate School.

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

FUNDING:

City of Santa Ana Redevelopment Fund: Not to exceed \$55,000.

RECOMMENDATION:

Approve the agreement with Lentz Morrissey Architecture for architectural services for Villa Fundamental Intermediate School Drop Off.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 23rd day of May in the year 2018 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Lentz Morrissey Architecture Incorporated, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, engineering and other professional services, as described in this AGREEMENT, for the Architectural Services for Villa Fundamental Middle School and District Office Traffic Improvement Plan, hereinafter referred to as "PROJECT," located at various sites Districtwide; 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, 2018.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description, which includes the DISTRICT's needs, program, and the requirements of the PROJECT before preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.
8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.
9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.
10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.
11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
12. The ARCHITECT shall provide detailed quantity surveys, which provide inventories of material, equipment or labor.
13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
15. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400. ARCHITECT shall report to the DISTRICT any action needed to be taken by the DISTRICT's Governing Board to meet the requirements of Public Contract Code §3400 regarding any manufactured items the DISTRICT may want to use on a Project.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. **Schematic Design Phase**

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities, verify that existing drawings of such existing conditions or facilities are accurately and completely depicted therein, and only use and/or prepare drawings for the Project that accurately and completely depict all existing conditions and facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

i. The ARCHITECT shall not proceed to do any work or perform any services for the Design Development Phase without first obtaining written approval from the DISTRICT of the Schematic Design Documents and Information.

24. Design Development Phase (Preliminary Plans)

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes,

architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

d. The ARCHITECT shall not proceed to do any work or perform any services for the Construction Document Phase without first obtaining written approval from the DISTRICT of the Design Development Documents and Information.

25. Construction Document Phase (Final Plans)

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including but not limited to, the requirements of the OPSC, the DSA and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, local Fire Department, City Design Review (DRC), County Health Department, Department of Public Works, and others, which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's written approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI at no cost to the DISTRICT.

27. Construction Phase

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work, which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall act at all times in the best interest of the DISTRICT and shall administer, on behalf of the DISTRICT, the construction contract between the DISTRICT and the Contractor. The ARCHITECT does not have authority to issue change orders or to bind the DISTRICT to any changes to the Construction Documents that would result in an increase in the original contract time or amount. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare proposed change orders with supporting documentation and data for the DISTRICT's review and approval in accordance with the Construction Documents, and may authorize minor changes in the work not involving an

b. The ARCHITECT shall reproduce fifteen (15) sets of Construction (contract) Documents and all progress prints for the DISTRICT's and consultant's use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; prepare a final punchlist and estimate the value of each item appearing thereon; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and before the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions

adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, local Fire Departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare and maintain throughout the project all as-built conditions at no additional cost.

v. Before start of construction, the following two documents are required:

(i) Contract Information Form DSA-102.

(ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days before the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and

maintenance manuals, training personnel for operation and maintenance and consultation during operation.

28. Project Close-Out

a. The ARCHITECT shall assure delivery of the following documents described below to the Division of the State Architect and/or the DISTRICT for review before issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

1. Copies of the Inspector of Record's semi-monthly reports.
2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.
3. Final Punch List with estimated values of each item on the Final Punch List.
4. List of all Contract Related Documents (e.g., warranties, waivers and releases, Owner and Operator Manuals, etc., etc.) required to be supplied by and/or through the Contractor.
5. List of all spare parts.

c. Upon completion of construction of the PROJECT, the following reports are required:

1. Copy of the Notice of Completion.
2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

5. Weighmaster's Certificate (if required by approved drawings and specifications).
6. Copies of the signature page of all Addenda as approved by DSA.
7. Copies of the signature pages of all Deferred Approvals as approved by DSA.
8. Copies of the signature page of all Change Orders as approved by DSA.
9. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.
10. Written representation identifying and acknowledging that all Close Out Documents (e.g., completed Final Punch List, warranties, waivers and releases, Owner and Operator Manuals etc., etc.) required to be supplied by and/or through the Contractor have been received, as well as a list of all spare parts received.
11. The latest as-built plans with accurate and complete redlines and notes in the following format. If the DISTRICT does not agree with the accuracy of the as-built plans, the ARCHITECT shall revise the as-built plans at no additional cost.
 - (i) Full-size set of plans
 - (ii) CADD, Revit, or other format agreed to by the DISTRICT

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. Whenever ARCHITECT believes that additional services are required that are caused by circumstances beyond the ARCHITECT's control, the ARCHITECT shall immediately notify the DISTRICT in writing of the need for such additional services. ARCHITECT shall not perform any additional services without first obtaining written authorization from the DISTRICT's Board. Compensation for such services shall be negotiated, and a mutually agreed to lump sum amount ascertained and approved in writing by the DISTRICT's Board, before any such additional services are performed. If a mutually agreed to lump sum is not agreed to, then upon receiving written authorization from the DISTRICT's Board, the ARCHITECT shall perform such additional services on a time and material basis at

the rates agreed to and set forth of Exhibit "B". The hourly rates set forth on Exhibit "B" shall be held firm for the life of this Agreement. Such additional services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT's Board, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as

described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Before the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days before execution.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the

following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

- a. The DISTRICT may give written approval of an increase of such fixed limit;
- b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
- c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
- d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
- e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, considering

prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT before formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification or other documents by any person, firm or legal entity, the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse or modification of the ARCHITECT's drawing, specifications or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments or other development on the PROJECT site. Before reuse of the

ARCHITECT's documents, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments otherwise due and owing to the ARCHITECT. ARCHITECT shall remain responsible and liable for any and all costs not reimbursed after a deduction of money from such payments.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT for convenience upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause for convenience, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the

contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause. ARCHITECT represents and acknowledges that the money paid to ARCHITECT as set forth in this Article 8, paragraph 4 constitutes the sole and exclusive money, compensation and damages payable to ARCHITECT from the DISTRICT and/or recoverable by ARCHITECT against the DISTRICT as a result of a termination for convenience. The operation of this paragraph shall be construed as a liquidated damage provision running in favor of the DISTRICT and against the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the District Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated before commencing change order work.

2. Payment to the ARCHITECT will be as set forth on Attachment "A".

3. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.

4. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic services and additional services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be as set forth on Attachment "A", and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables.
- f. Models or mock-ups
- g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architects, structural, mechanical, electrical, civil and

traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the

DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article XIII, Paragraphs 2(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT before cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Before commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event, ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but

not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

Lentz Morrissey Architecture Incorporated

Santa Ana Unified School District

By: _____

 PRES.

By: _____

THOMAS MORRISSEY 5.1.18

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

TASK 1-	Schematic Design	\$12,750.00
	Survey	\$5,500.00
TASK 2 -	Construction Docs	\$17,000.00
TASK 3 -	Bid and Negotiation	\$2,125.00
TASK 4 -	Construction Administration	\$8,500.00
TASK 5 -	Closeout	\$2,125.00
Total LMA Fee		\$48,000.00
Additional Reimbursable	Expenses	\$2,500.00

ATTACHMENT "B"

SCOPE OF WORK

TASK 1 Design

1. Visit site to observe site conditions field measure. Collect as-built information from the District.
2. Topographical Survey.
3. Perform Code analysis.
4. Meetings between District representatives as required to ensure program compliance.
5. Prepare Architectural Design drawings including site plans for District approval.
6. Meetings with City to coordinate curb cut.
7. Prepare Budget level Cost Estimate based on Design.
8. District Approval of Design.

TASK 2 Construction Documents

1. Confirm Program. Attend meetings as required with District Representatives.
2. Prepare Bid Documents per approved Design Drawings.
3. Provide Design Specification.
4. Prepare Cost Estimate based on Design.
5. District Approval.
6. Submit drawings to OCFA.
7. Submit drawings to DSA.
8. Rectify Agency review comments and receive agency approval.

TASK 3 Bid and Negotiation:

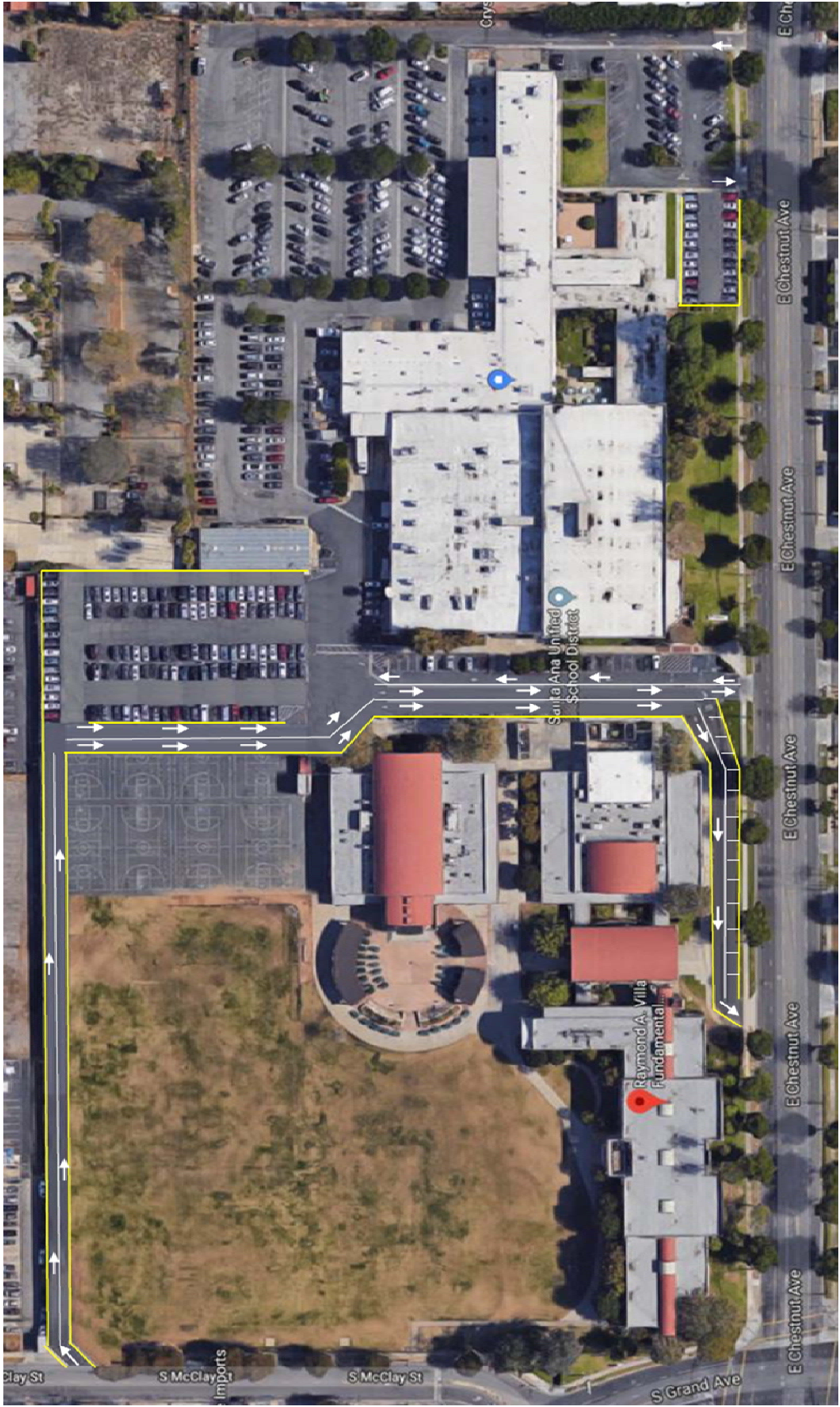
1. Issue Addenda as needed.
2. Respond to Contractor Requests for Information.
3. Attend Prebid conference as requested.
4. Attend bid opening as requested.

TASK 4 Construction Administration:

1. Conduct regular Site Visits.
2. Review Shop Drawing submittals on behalf of the client for conformance with the design.
3. Issue Field Directives as needed.
4. Assist in Change Request evaluation.
5. Issue Change Orders as required.
6. Develop Punch List upon Notice of Substantial Completion.

TASK 5 Closeout:

1. Review product Warranty/ Operating Manuals.
2. Review As -Built Documentation.
3. Closeout per contract requirements.



AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval of New Job Description: Coordinator of Early College/FLEX Programs**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Coordinator of Early College/FLEX Programs. This position will report to the site principal. The Coordinator of Early College/FLEX Programs will provide administrative leadership in the development and implementation of the programs.

RATIONALE:

The Coordinator of Early College/FLEX Programs will provide administrative oversight and facilitate the implementation, testing, curriculum and development of the Early College/FLEX Programs.

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 Early College/FLEX Programs.



SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF EARLY COLLEGE / FLEX PROGRAMS

JOB SUMMARY:

Under direction of the site principal, provide leadership in the development and implementation of the Early College/FLEX programs. The Coordinator of Early College/FLEX programs 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 Early College/FLEX programs trainings, meetings, and professional development opportunities. **E**
- Oversee the student selection process. **E**
- Ensure that candidates meet program and examination requirements and fulfill Early College/FLEX requirements. **E**
- Ensure that textbooks, resources and facilities are available according to the needs of the Early College/FLEX programs. **E**
- Ensure that all Early College/FLEX programs staff have access to relevant publications and updated resource materials and are fully informed of current program content and subject requirements.
- Interview and hire Early College/FLEX programs staff as needed to stay Early College/FLEX compliant. **E**
- Ensure that all Early College/FLEX regulations set forth by Santa Ana College are followed, and other colleges as needed. **E**
- Coordinate administration of the final examinations, ensuring that all conditions for conducting examinations are met. **E**
- Analyze overall Early College/FLEX programs results and oversee the analysis of individual department results. **E**

COORDINATOR OF EARLY COLLEGE / FLEX PROGRAMS (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Oversee, observe, support, and evaluate Early College/FLEX programs staff. **E**
- Organize regular staff meetings for review of student progress and discussion of appropriate strategies to ensure best performance. **E**
- Work with the Early College/FLEX programs 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 Early College/FLEX programs requirements. **E**
- Ensure that all deadlines are met for registration, testing, and assessment. **E**
- Delegate coordination of project-based learning activities. **E**
- Lead professional development for Early College/FLEX programs teachers through meetings, workshops and coaching. **E**
- Ensure that all Early College/FLEX programs staff are informed of and adhere to Early College and XQ regulations. **E**
- Ensure that accurate student records are maintained. **E**
- Ensure that Early College credits are distributed to students upon completion of classes. **E**
- Coordinate with the Higher Education Coordinator and Counselors 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 policies for Assessment, Academic Honesty, Language, and Special Educational Needs. **E**
- Maintain regular communication with all Early College/FLEX programs stakeholders (students, teachers, parents, high school administrators, etc.). **E**
- Serve as Early College/FLEX programs advocate for all stakeholders (students, teachers, parents, high school administrators, etc.). **E**
- Inform parents of the rules and regulations of Early College/FLEX programs. **E**
- Contribute to the marketing of the programs within and outside the school. **E**

COORDINATOR OF EARLY COLLEGE / FLEX PROGRAMS (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Keep copies of all correspondence with Santa Ana College and XQ Organization including forms, documents, and reports. **E**
- Gather and utilize Early College/FLEX programs data for program evaluation. **E**
- Oversee school Early College/FLEX programs budget for student fees, training, technology and supplies. **E**
- Perform related duties similar to the above in scope and impact as required.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of Early College/FLEX programs.
- Principles and methods of research.
- Federal, state, and local laws, codes, and regulations affecting assigned work area.
- Basic report preparation
- Educational Codes and District policies and procedures.
- General administration requirements of the Early College/FLEX programs.

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.
- 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.
- Administer the Early College/FLEX programs budget and teacher professional development.
- Must demonstrate attendance sufficient to complete the duties of the position as required.

COORDINATOR OF EARLY COLLEGE / FLEX PROGRAMS (CONTINUED)

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.

LICENSES AND OTHER REQUIREMENTS:

- Valid California Teaching Credential.
- Valid Administrative Credential.
- 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 thirty (30) pounds.

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job pursuant to the formal Interactive Process.

Board Approved:

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: **Approval of New Job Description: Commercial Driver**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Commercial Driver. This position will report to the Manager of Transportation or designee. The Commercial Driver will provide support to schools transporting students, equipment, or materials.

RATIONALE:

This is a part time position to provide services for driving District vehicles that qualify as commercial vehicles. 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 – Hourly rate based on Grade 29: \$22.43 - \$28.69

RECOMMENDATION:

Approve the new job description: Commercial Driver.



SANTA ANA UNIFIED SCHOOL DISTRICT
COMMERCIAL DRIVER

JOB SUMMARY:

Under the direction of the Manager of Transportation, perform skills associated with loading/unloading and driving a tractor-trailer and/or a bus. Responsible for transporting equipment or goods from one place to another using heavy equipment or tractor-trailer trucks.

REPRESENTATIVE DUTIES:

- Work independently as an experienced Commercial Driver. **E**
- Must be able to maneuver in and out of tight quarters while maintaining public safety. **E**
- Must follow all safety regulations and standards regarding size, weight, and break periods. **E**
- Responsible for receiving the load, loading and unloading the truck, parking in appropriate docks, tracking mileage, and documenting schedules, and driver manifests. **E**
- Drive a tractor-trailer. **E**
- Perform Pre and Post trip vehicle inspections as required by The Department of Transportation (DOT). **E**
- Knowledge to inspect the engine compartment: leaks, hoses, oil, coolant, fluids, and belts. **E**
- Perform the duties of properly connecting and disconnecting the trailer. **E**
- Perform basic mechanical repairs. **E**
- Perform work in accordance with and maintaining equipment as required by the California Highway Patrol and Vehicle Code. **E**
- Maintains a clean and orderly vehicle. **E**
- Ensures that safety steps are followed at all times, use proper safety equipment and keep all unauthorized personnel out of the truck. **E**
- Maintain a current Commercial License. **E**
- Maintain driver logs for Santa Ana Unified School District and working for an outside company, must adhere to FMCSA regulations. **E**
- Performs other related duties as assigned.

COMMERCIAL DRIVER (CONTINUED)

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Hours-of-Service Rules. (Comply with the combined hours may not exceed 11 hours, and must be after 10 consecutive hours off duty.)
- Hours-of-Service Rules. (Comply with the combined hours may not exceed 11 hours, and must be after 10 consecutive hours off duty.)
- Traffic and safety laws as they apply to the operation of vehicles.
- Lifting techniques.
- Principles to secure a loaded truck.
- Basic math.
- Preventive maintenance of automotive vehicles.
- Multiple counties including Orange, Los Angeles, and San Diego.

Ability to:

- Relate well to personnel in and outside the District.
- Perform minor truck maintenance.
- Understand and follow oral and written directions.
- Lift heavy objects.
- Meet schedules and time lines.
- Load, unload, and carry heavy objects.
- Operate a truck skillfully and safely.
- Verify quantities for accurate count.
- Oral and written communications skills.
- Establish and maintain effective working relationships with others.
- Plan routes and meet delivery schedules.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school and sufficient training and experience to demonstrate the knowledge and abilities listed above.

LICENSES AND OTHER REQUIREMENTS:

- Valid California Motor Vehicle Operator's License, Class II.
- Valid California commercial driver's license with passenger and air brake endorsements.
- Valid unrestricted California Special Driver Certificate for school bus operation.
- Current First Aid Certificate issued by the American Red Cross, or pass equivalent tests given by the California Highway Patrol.
- Valid Medial Card.

COMMERCIAL DRIVER (CONTINUED)

WORKING CONDITIONS:

Environment:

- Varied weather conditions.
- Moderate exposure to dust and chemicals.
- Employees may be required to wear protective apparel including goggles, face protection, work boots, masks and uniforms.
- Driving a vehicle to conduct work.

Physical Abilities:

- Sit and stand for long periods of time, bend at the waist, kneel or crouch, stoop, reach, get down on your knees, perform work in tight spaces resulting in being on your knees in a trailer or building.
- Read small print and repair vehicles with small hard to see spaces (which may be corrected)
- Dexterity of hands and fingers to operate assigned equipment.
- Seeing to inspect vehicles and deliveries.
- Hearing and speaking accurately to exchange information.
- Subject to Post accident and Random Drug and Alcohol testing.
- Lifting, carrying, pushing or pulling heavy objects normally not exceeding eighty (80) pounds.

HAZARDS:

- Work around combustion engines, harsh and toxic chemicals, and substances.
- Heavy lifting.
- Driving in dense populated cities, driving in heavy traffic and narrow streets.
- Driving a tractor trailer.
- Driving a vehicle during adverse weather conditions.
- Traffic hazards.
- Will automatically be enrolled in the Department of Motor Vehicles Pull Program for any 2 point violation.

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job pursuant to the formal Interactive Process.

Board Approved:

AGENDA ITEM BACKUP SHEET
May 22, 2018

Board Meeting

TITLE: Board Policy (BP) 5131.62 Tobacco (Revised: First Reading)

ITEM: Action

SUBMITTED BY: Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture

PREPARED BY: Heidi Cisneros, Executive Director, Pupil Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the revised Board Policy (BP) 5131.62 Tobacco for first reading.

ITEM SUMMARY:
<ul style="list-style-type: none">• Board Policy 9311: Drafts or suggestions for new policy and policy revisions, when changes in law occur and when specific needs arise, are presented to the Board.

RATIONALE:

The updated policy contains revisions from the California School Board Association. The District recognizes the serious risks presented by tobacco use and desires to ensure that, through adoption of consistent policies, District students are made aware of those risks and protected from them. In addition, the revised policy includes new mandates to ensure it is up to date and fully compliant. These revisions teach students the knowledge, skills, and attitudes they need in order to lead healthy lives and avoid high-risk behaviors, such as tobacco use. The last revision was April, 1998.

LCAP goal 3.4: “Support school and District operations to create welcoming and productive school environments.”

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the first reading of the revised Board Policy 5131.62 – Tobacco.



Santa Ana Unified School District

BOARD POLICY NO: 5131.62

EFFECTIVE: 00/00/00
REVIEWED: 05/24/2018

SUBJECT: **Tobacco**

CATEGORY: Students

RESPONSIBLE OFFICE(S): K-12 School Performance and Culture, Pupil Support Services

SCOPE:

The Governing Board recognizes that tobacco use presents serious health **risks** ~~hazards~~ and desires to ensure that, ~~discourage students' use of tobacco products~~ through adoption of consistent policies **and education** students are made aware of those risks and, to the extent possible, protected from them. (ct. 3513.3- Tobacco-Free Schools)

POLICY:

The Superintendent or designee shall provide prevention, intervention, and cessation education, information, activities, and/or referrals to district or community programs and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products. The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12. Such instruction will be aligned with state standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

The Superintendent or designee shall select tobacco-use prevention programs based on the model program designs identified by the California Department of Education (CDE) and may adapt the model to meet district needs. (Health and Safety Code 24197)

The Superintendent or designee shall not accept for distribution any materials from the tobacco industry or from any entity which is known to have received funding from the tobacco industry.

Students shall not smoke, chew, **vape** or possess any products containing tobacco or nicotine ~~products~~ on school property or during school hours, at school-sponsored events, or while under the supervision of district employees. Students who violate this prohibition shall be subject to disciplinary procedures which may result in suspension from school. (ci. 5131.71- Zero Tolerance) (cl. 5144.1- Suspension and Expulsion/Due Process) The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such interventions services may be provided as an alternative to suspension.

Parents will be provided educational material, resources and linkages to interventions for their child for tobacco related offenses.



Santa Ana Unified School District

BOARD POLICY NO: 5131.62

EFFECTIVE: 00/00/00
REVIEWED: 05/24/2018

SUBJECT: Tobacco

CATEGORY: Students

RESPONSIBLE OFFICE(S): K-12 School Performance and Culture, Pupil Support Services

DESIRED OUTCOME:

All students shall receive instruction on the effects of smoking on the human body.

Reduce the exposure and experimentation with tobacco related products in order to promote the health and well-being of students. In order to evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

TUPE Acceptance of Funds Guidance

Health Education Content Standards for California Public Schools: Kindergarten – Grade 12, 2008

Health Framework for California Public Schools: Kindergarten- Grade 12, 2008

Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000

Guidebook for the California Healthy Kids Survey

WEB SITES

California Department of Education, Tobacco-Use Prevention Education:

California Department of Public Health, Tobacco Control:

California Healthy Kids Survey:

Centers for Disease Control and Prevention, Smoking and Tobacco Use:

US Surgeon General

Legal Reference:

EDUCATION CODE

8900 Suspensions or expulsions (grounds)

48900.5 Suspension, limitation on imposition; exception

48901 Smoking or use of tobacco prohibited

51202 Instruction in personal or public health and safety

60041 Instructional materials, portrayal of effects of tobacco use

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE



Santa Ana Unified School District

BOARD POLICY NO: 5131.62

EFFECTIVE: 00/00/00
REVIEWED: 05/24/2018

SUBJECT: **Tobacco**
CATEGORY: Students
RESPONSIBLE OFFICE(S): K-12 School Performance and Culture, Pupil Support Services

104350-104495 Tobacco-use prevention education
104559 Tobacco use prohibition
119405 Unlawful to sell or furnish electronic cigarettes to minors

PENAL CODE
308 Minimum age for tobacco possession

CODE OF REGULATIONS, TITLE 17
6800 Definition, health assessment
6844-6847 Child Health and Disability Prevention Program; health assessments

UNITED STATES CODE, TITLE 20
7111-7122 Student Support and Academic Enrichment Grants

CODE OF FEDERAL REGULATIONS, TITLE 21
1140.1 – 1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen 8 (2005)

ADOPTION AND REVISION HISTORY:
District previously updated this policy in 4/98.



Santa Ana Unified School District

BOARD POLICY NO: 5131.62

EFFECTIVE: 0/00/0000

REVIEWED: 05/24/2018

SUBJECT: **Tobacco**

CATEGORY: Students

RESPONSIBLE OFFICE(S): K-12 School Performance and Culture, Pupil Support Services

SCOPE:

The Governing Board recognizes that tobacco use presents serious health risks and desires to ensure that, through adoption of consistent policies and education students are made aware of those risks and, to the extent possible, protected from them. (ct. 3513.3- Tobacco-Free Schools)

POLICY:

The Superintendent or designee shall provide prevention, intervention, and cessation education, information, activities, and/or referrals to district or community programs and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products. The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12. Such instruction will be aligned with state standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

The Superintendent or designee shall select tobacco-use prevention programs based on the model program designs identified by the California Department of Education (CDE) and may adapt the model to meet district needs. (Health and Safety Code 24197)

The Superintendent or designee shall not accept for distribution any materials from the tobacco industry or from any entity which is known to have received funding from the tobacco industry.

Students shall not smoke, chew, vape or possess any products containing tobacco or nicotine products on school property or during school hours, at school-sponsored events, or while under the supervision of district employees. Students who violate this prohibition shall be subject to disciplinary procedures which may result in suspension from school. (ci. 5131.71- Zero Tolerance) (cl. 5144.1- Suspension and Expulsion/Due Process) The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such interventions services may be provided as an alternative to suspension.

Parents will be provided educational material, resources and linkages to interventions for their child for tobacco related offenses.



Santa Ana Unified School District

BOARD POLICY NO: 5131.62

EFFECTIVE: 0/00/0000
REVIEWED: 05/24/2018

SUBJECT: Tobacco

CATEGORY: Students

RESPONSIBLE OFFICE(S): K-12 School Performance and Culture, Pupil Support Services

DESIRED OUTCOME:

Reduce the exposure and experimentation with tobacco related products in order to promote the health and well-being of students. In order to evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

TUPE Acceptance of Funds Guidance

Health Education Content Standards for California Public Schools: Kindergarten – Grade 12, 2008

Health Framework for California Public Schools: Kindergarten- Grade 12, 2008

Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000

Guidebook for the California Healthy Kids Survey

WEB SITES

California Department of Education, Tobacco-Use Prevention Education:

California Department of Public Health, Tobacco Control:

California Healthy Kids Survey:

Centers for Disease Control and Prevention, Smoking and Tobacco Use:

US Surgeon General

Legal Reference:

EDUCATION CODE

8900 Suspensions or expulsions (grounds)

48900.5 Suspension, limitation on imposition; exception

48901 Smoking or use of tobacco prohibited

51202 Instruction in personal or public health and safety

60041 Instructional materials, portrayal of effects of tobacco use

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE

104350-104495 Tobacco-use prevention education



Santa Ana Unified School District

BOARD POLICY NO: 5131.62

EFFECTIVE: 0/00/0000

REVIEWED: 05/24/2018

SUBJECT: Tobacco

CATEGORY: Students

RESPONSIBLE OFFICE(S): K-12 School Performance and Culture, Pupil Support Services

104559 Tobacco use prohibition

119405 Unlawful to sell or furnish electronic cigarettes to minors

PENAL CODE

308 Minimum age for tobacco possession

CODE OF REGULATIONS, TITLE 17

6800 Definition, health assessment

6844-6847 Child Health and Disability Prevention Program; health assessments

UNITED STATES CODE, TITLE 20

7111-7122 Student Support and Academic Enrichment Grants

CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1 – 1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen 8 (2005)

ADOPTION AND REVISION HISTORY:

District previously updated this policy in 4/98.