

AGENDA ITEM BACKUP SHEET**April 12, 2011****Board Meeting**

TITLE: **Approval of Summer School Programs for 2011-12 School Year
Contingent Upon State Funding and Extended School Year Program**

ITEM: **Action**

SUBMITTED BY: **Dawn Miller, Assistant Superintendent, Secondary Education**
Doreen Lohnes, Assistant Superintendent, Support Services



BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for the 2011-12 summer school programs. In order to be fiscally sound and work within the State level of funding, a more tightly focused program will target the six comprehensive high schools, two continuation high schools, and 8th grade non-promotes through Community Day School. Special Education students will be served in Extended School Year for the same time periods in accordance with their Individualized Educational Programs. Summer session will begin as follows:

1. High School Summer School programs from June 23 - July 29, 2011.
2. Alternative Schools Summer School programs from June 21 - July 29, 2011.
3. Non-promotes 8th Grade Summer Intervention Program from June 21 - August 12, 2011.
4. Community Day Summer School from August 1 - August 19, 2011.

RATIONALE:

Contingent upon State funding, the District will provide a variety of Summer School programs for students:

- In addition, courses required for graduation must be offered to non-graduating seniors who qualify for August graduation.
- High School students who have not passed one or both parts of CAHSEE, and who need to remediate credits in core classes will be eligible.
- Students in grade 8 who have failed or who have been recommended for retention will attend the Community Day Intervention Program.
- The Regular Community Day School will resume.
- Extended School Year for Special Education Program shall be provided without regard to State funding.

The Santa Ana Regional Occupational Program (ROP) will offer a program, as well as Teen Parent, Independent Study and Migrant Education Programs pending funding allocations.

FUNDING:

Tier III: \$1.5 million

RECOMMENDATION:

Approve the Summer School Programs for 2011-12 School Year Contingent Upon State Funding and Extended School Year Program.



Santa Ana Unified School District

SUMMER SCHOOL 2011

HIGH SCHOOL CLUSTER	
June 23, 2011 – July 29, 2011 (26 days)*	
School Name	Hosting School
Century High School	Century High School
Godinez Fundamental High School	Segerstrom Fundamental High School
Segerstrom Fundamental High School	Segerstrom Fundamental High School
Saddleback High School	Saddleback High School
Santa Ana High School	Mendez Fundamental Intermediate
Valley High School	Valley High School
ALTERNATIVE SCHOOLS CLUSTER	
June 21, 2011 – July 29, 2011 (28 days)*	
School Name	Hosting School
Cesar Chavez High School	Cesar Chavez High School
Lorin Grisct Academy	Lorin Grisct Academy
8th GRADE SUMMER INTERVENTION PROGRAM	
June 21, 2011 – August 12, 2011 (38 days)*	
School Name	Hosting Schools
Community Day School	McFadden & Community Day School
COMMUNITY DAY SUMMER SCHOOL	
August 1, 2011 – August 19, 2011 (15 days)*	
School Name	Hosting School
Community Day School	Community Day School
EXTENDED SCHOOL YEAR SUMMER SCHOOL	
Adult Transition	June 20, 2011 – July 15, 2011
Elementary & Intermediate	July 6, 2011 – August 2, 2011
Pre-School	July 6, 2011 – August 5, 2011

***No Summer School Classes on July 4, 2011**

Secondary ESY for students with disabilities will be provided at the above locations.
 Elementary sites will be provided at elementary sites in accordance with student enrollment;
 Preschool ESY and Adult Transition ESY services will be provided at their current locations.

AGENDA ITEM BACKUP SHEET**April 12, 2011****Board Meeting**

TITLE: Approval of SAUSD 2011 Summer Enrichment Program for Pre-Kindergarten Through Grade 8 Schools and Century and Valley High Schools

ITEM: Action



SUBMITTED BY: Cathie Olsky, Ed.D., Deputy Superintendent

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval to hold the 2011 SAUSD Summer Enrichment Program for grades Pre-Kindergarten through grade 8 and supplemental SAUSD summer programs at Century and Valley High schools in partnership with THINK Together.

RATIONALE:

Santa Ana Unified School District, in partnership with THINK Together, was awarded a federally funded 21st Century Supplemental and Assets Grants to provide enrichment program for SAUSD students. In 2009, the Summer Enrichment Program served 10,000 SAUSD students and 11,000 students were served in 2010 per day. For 2011, the enrichment program will be in session for five weeks from June 23 to July 29, 2011, 3.5 hours per day, 8:00 a.m. to 11:30 a.m., with six full-day programs (three sites funded by the Packard Foundation), 8:00 a.m. to 3:30 p.m. The enrichment program includes an academic, project-based learning program with cultural themes and the students will participate in a field trip. Each site will have a Site Coordinator, Program Leaders and certificated teachers with a 20:1 student to adult ratio. Snacks and lunches will be provided by working with the Community Feed Program and Food 4 Thought. SAUSD employees will have the opportunity to apply for positions with THINK Together for the summer enrichment program.

FUNDING:

21st Century Supplemental and Assets Grants: \$1,500,000

RECOMMENDATION:

Approve the SAUSD 2011 Summer Enrichment Program for pre-kindergarten through grade 8 schools and Century and Valley High schools.

AGENDA ITEM BACKUP SHEET
April 12, 2011

Board Meeting

TITLE: Adoption of Resolution No. 10/11 – 2871 – Denying Proposed Charter Petition for Quest Academy Charter School

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Mavis Mitchell, Charter Schools Financial Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 10/11 – 2871, which denies the proposed charter petition for Quest Academy Charter School.

RATIONALE:

On March 8, 2011 the Board of Education held a public hearing with respect to the petition for Quest Academy Charter School pursuant to Education Code Section 47605 to consider the level of support for the petition by teachers employed by the District, other employees of the District and parents.

Following the public hearing and a thorough review of the petition, Education Code Section 47605 requires that the governing board of the Santa Ana Unified School District either grant or deny the charter within 60 days of receipt of the petition. Accordingly, this item is before the Board of Education for action on April 12, 2011.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 10/11 – 2871, to deny the petition for the establishment of the Quest Academy under the California Charter Schools Act. The factual findings illustrated in the Resolution demonstrate that the petition and proposal fail in three of the five legally required areas of Education Code Section 47605(b):

1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain reasonably comprehensive descriptions of the 16 required charter elements.

1 RESOLUTION 10/11-2871

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 **Denying Proposed Charter Petition for Quest Academy Charter School**
6

7 **WHEREAS**, pursuant to Education Code Section 47600 *et seq.*, the Governing Board of
8 the Santa Ana Unified School District ("District Board") is required to review and consider
9 authorization of charter schools;

10 **WHEREAS**, the Quest Academy Charter School ("Quest" or "Charter School")
11 submitted a Charter School Petition on or about February 17, 2011;

12 **WHEREAS**, in reviewing the Petition for the establishment of this Charter School, the
13 District Board has been cognizant of the intent of the Legislature that charter schools are and
14 should become an integral part of the California educational system and that establishment of
15 charter schools should be encouraged;

16 **WHEREAS**, a public hearing on the provisions of the Charter was conducted on March
17 8, 2011, pursuant to Education Code Section 47605, at which time the District Board considered
18 the level of support for this Charter by teachers employed by the District, other employees of the
19 District, and parents;

20 **WHEREAS**, at that public hearing only one lead petitioner spoke on behalf of the Quest
21 Charter Petition, and no District teachers, other District employees, parents/guardians, or other
22 members of the public spoke in support of the Quest Charter Petition;

23 **WHEREAS**, the District staff, working with District legal counsel, has reviewed and
24 analyzed all information received with respect to the Charter Petition and information related to
25 the operation and potential effects of the proposed Charter School, and made a recommendation
26 to the District Board that the Charter Petition be denied based on that review;

27 **WHEREAS**, the District Board has fully considered the Charter submitted for the
28 establishment of the Charter School and the recommendation provided by District staff;

29 **NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Governing
30 Board of the Santa Ana Unified School District finds the above listed recitals to be true and
31 correct and incorporates them herein by this reference.

32 **BE IT FURTHER RESOLVED AND ORDERED** that the Governing Board of the
33 Santa Ana Unified School District, having fully considered and evaluated the Petition for the
34 establishment of Quest, hereby finds the Petition not to be consistent with sound educational
35 practice, based upon grounds and factual findings including, but not limited to, the following,
36 and hereby denies the Petition pursuant to Education Code Section 47605:

- 37 A. The Charter School presents an unsound educational program for the pupils to be
38 enrolled in the Charter School. [Education Code Section 47605(b)(1)]
- 39 B. The Petitioners are demonstrably unlikely to successfully implement the program
40 set forth in the Petition. [Education Code Section 47605(b)(2)]
- 41 C. The Petition does not contain reasonably comprehensive descriptions of all of the
42 required elements. [Education Code Section 47605(b)(5)]

43 **BE IT FURTHER RESOLVED AND ORDERED** that the Governing Board of the
44 Santa Ana Unified School District hereby determines the foregoing findings are supported by the
45 following specific facts:

46 I. **THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM**
47 **FOR THE PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL.** [Education
48 Code Section 47605(b)(1)]

- 49 A. The description of the education program is inadequate. The Charter contains
50 references to people and organizations that are associated with current research on
51 successful models of effective urban high schools and includes laudable goals and
52 educational “buzzwords,” but does not include the necessary description, plan,
53 and substance to back them up or explain exactly what would actually be
54 implemented at the proposed Quest.

- 55 1. For example, page 17 of the Charter includes a laundry list of “features”
56 for learning best to occur, but the Charter includes few specifics to ensure
57 that features will be successfully implemented at the proposed Charter
58 School. It is not enough to describe how learning best occurs, the Charter
59 would need to include a clear, practical, and specific plan for how such
60 goals and proposals would be successfully implemented at the proposed
61 Charter School.

- 62 B. The Charter School’s proposed blended program, incorporating online and in-seat
63 components, is not clearly described or defined.

- 64 1. It is impossible to determine how the online component folds into the
65 daily in-seat program, and whether the online portion occurs at the Quest
66 site and/or whether the online component occurs during the regular school
67 day, during the extended school day, or entirely separately from the in-seat
68 day.

- 69 2. While the Charter specifies that mathematics and English language arts are
70 the subjects that will be taught through the online component of the
71 program, the Charter fails to explain whether these two fundamental
72 subjects will be taught exclusively through online programs, if there will
73 also be face-to-face classes in these subjects, and, if so, how the online and
74 face-to-face classes would actually be blended successfully. The Charter
75 also does not identify what online math and ELA course will be used.

C. The Charter Petition does not adequately address the provision of services pursuant to the Individuals with Disabilities Education Improvement Act ("IDEIA"), and Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and/or the Americans with Disabilities Act ("ADA"). The District has numerous concerns regarding the proposed language in the Charter Petition related to the provision of services pursuant to the IDEIA, Section 504, and the ADA.

1. The Charter Petition states that "initially and by default, Quest Academy Charter School shall be considered a 'school of the district' for purposes of Special Education . . . however, should its board decide, Quest Academy Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency" However, the Charter Petition does not indicate whether the Charter School will actually be attempting to obtain LEA status. Further, should Quest ever attempt to become its own LEA, such a change would constitute a material revision to the Charter and would require Quest to establish its ability to serve as its own LEA in compliance with Education Code Section 47641.

2. Additionally, although not entirely clear and not specifically set forth, it appears that during any such time that the Charter School is considered a school of the District for purposes of special education, it is the intent of the Charter School that the District provide all special education services to students attending the Charter School. Further, the Charter Petition indicates that the District will retain all of the Charter School's funding pursuant to AB 602 to cover the District's costs for providing special education and related services to students attending the Charter School. However, AB 602 funding does not cover the District's actual costs for providing special education and related services, however, the Charter Petition does not indicate that the Charter School is willing to contribute its equitable share of the District's unfunded special education costs, in compliance with California Education Code Section 47646, which specifies that a charter school for which the authorizing school district serves as the LEA shall contribute "an equitable share of its charter school block grant funding to support districtwide special education instruction and services," including services to charter school students. This contribution specifically is not limited to an arrangement whereby the District retains only AB 602 funds. Nor has Quest budgeted for such additional expenses. Specifically, the budget assumption narrative states:

Special Education costs have been budgeted and expensed for identical amounts, based on the assumption that SAUSD will assume and retain all AB602 funds generated by charter school, in exchange for Special Ed services as described in Element 1.

This is an unsound budget assumption, as there is no basis for Quest to assume that the District will cover the potentially high expense for unfunded special education costs related to Quest's operation or excuse

- 121 Quest's contribution to special education costs pursuant to Education
122 Code Section 47646.
- 123 3. The District is also concerned with Quest's staffing plan to assure
124 compliance with the IDEIA and Section 504. The Charter states that
125 "[s]hould funding and recruitment allow, it is the goal of Quest Academy
126 Charter School to employ at least one full-time core subject teacher who . .
127 . will also possess a Special Education Credential. This teacher . . . will be
128 the primary Quest Academy Charter School representative tasked with
129 assuring that all aspects of the IEP and any possible 504 plans are properly
130 implemented." Otherwise, Quest will assign another faculty member to
131 this task, which appears to put at risk Quest's ability properly to
132 implement IEP and 504 requirements. Full compliance with both the
133 IDEIA and Section 504 are legal mandates which are not excused due to
134 lack of funds or unsuccessful recruiting efforts. While all California
135 public schools are facing severe budget crises, they must budget in a
136 manner that assures compliance with these laws.
- 137 4. The Charter Petition does not set forth any plan for how the Charter
138 School will provide special education and related services to special
139 education students if and when the Charter School decides to become its
140 own LEA. However, the Charter Petition does indicate (although in the
141 section titled *Section 504 of the Rehabilitation Act*) that the "Charter
142 School reserves the right to make alternative arrangements for legal
143 representation in and resolution of legal disputes pertaining to special
144 education" if the Charter School elects to become its own LEA. This
145 demonstrates a fundamental lack of understanding of the impact of and
146 requirements for becoming an LEA related to the provision of special
147 education and related services. Becoming its own LEA would shift the
148 entire burden of all aspects of compliance with the IDEIA, including legal
149 defense, exclusively to Quest. Further, whether or not Quest is its own
150 LEA, it is solely responsible and liable for compliance with Section 504,
151 including the resolution of legal disputes related thereto.
- 152 5. The Charter Petition fails to adequately set forth how the Charter School
153 will comply with Section 504. First, the Charter Petition fails to identify
154 an employee with the specific responsibility of ensuring compliance with
155 Section 504, such as a 504 Coordinator. Second, the Charter Petition does
156 not identify who will be responsible for conducting evaluations for
157 students with a suspected disability pursuant to Section 504. The District
158 is specifically concerned about this issue, given the fact that 34 C.F.R. 104
159 requires the Section 504 evaluation to be conducted by a team or group of
160 persons including those who are knowledgeable about the student, the
161 suspected handicapping condition, evaluative procedures, the meaning of
162 evaluative data, and accommodation and placement options. The Charter
163 Petition does not currently provide for any employees who would meet the
164 above-listed requirements (except perhaps a teacher with a special
165 education credential, but only if funding permits). Moreover, the Charter
166 Petition does not explain how it could provide related services, should
167 they be required for a student eligible under Section 504, either with its

168 own staff or by contracting out. Further, the budget does not provide any
169 funds for the provision of related services pursuant to Section 504. In the
170 District's experience, such services can be very costly and the failure to
171 plan for them could negatively impact the operations of the Charter
172 School.

173 6. Lastly, while the Charter Petition does indicate that the Charter School
174 will comply with the ADA, it does not contain any information as to how
175 the Charter School will comply with the ADA.

176 D. The Plan for English Learners is inadequate. The flaws include, but are not
177 limited to:

178 1. The Charter lacks clarity as to the specific program model Quest would
179 institute to address the needs of the projected English Learner ("EL")
180 population, which is estimated at 41 percent.

181 2. The overall instructional plan to address the needs of EL students is
182 neither clear nor well articulated.

183 3. The Charter portrays an overall lack of understanding of the differences
184 of, and purpose for, *Immersion*, *Structured English Immersion*, *Specially*
185 *Designed Academic Instruction in English*, and *mainstream* programs.

186 II. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY
187 IMPLEMENT THE PROGRAM SET FORTH IN THE PETITION. [Education Code
188 Section 47605(b)(2)]

189 A. The Charter raises a variety of budget and finance issues. For example:

190 1. Education Code Section 47605(g) specifically requires the Charter
191 petitioners to submit cashflow projections for the first three years of
192 operation, but the Quest Charter failed to include such cashflow.

193 2. The lack of detailed budget assumptions makes it difficult to determine
194 how projections were reached in both the Revenue and Expenditure
195 sections of the budget documents. While Quest attempts to explain its
196 cost figures, many of the expenses appear to be underestimated,
197 particularly in the area of supplies.

198 a. The budgeted figure of \$6,250 for 90 computers in the first year
199 may support the purchase of the computers themselves, but appears
200 inadequate to support implementing technology infrastructure.

201 b. The budgeted \$8,000 for health and welfare benefits is very low.
202 Based on the information provided, and since the District cannot
203 determine whether this is for the employee only, it assumed that
204 this amount is the "cap" of what Quest would pay. Based on
205 current market and conditions, the District believes that this
206 amount would be sufficient only to provide employee only
207 coverage under an HMO medical plan, without any dental, vision,

208 or life coverage, as indicated in the Charter. This would be
 209 detrimental in Quest's efforts to recruit top quality employees.

210 1) Further, health and welfare benefits are understated in
 211 future years compared to the start-up year, with no
 212 explanation how those figures were determined.

213 B. The various issues, concerns, and deficiencies discussed above related to the
 214 provision of services pursuant to the IDEIA, Section 504, and the ADA are
 215 hereby incorporated herein by this reference. A failure properly and fully to
 216 comply with these legal requirements would necessarily mean that Quest was not
 217 effectively implementing the proposed Charter with respect to the education and
 218 rights of students protected by these laws.

219 C. The Charter provides: "Prior to the expiration of the charter, SAUSD will, at its
 220 own expense, contract [with] an independent third party to perform a school
 221 evaluation based upon the measurable goals and terms outlined in this charter."
 222 This is unacceptable to the District. As an initial matter, the District would not
 223 agree to expend District resources to contract with a third party for a Quest school
 224 evaluation in order for Quest to obtain renewal of its charter; such burdens and
 225 expenses would be the Charter School's responsibility. Further, the Charter
 226 Schools Act addresses charter renewals, and renewals are "governed by the
 227 standards and criteria in [Education Code] Section 47605." This does not include
 228 any requirement that the District undertake a third party analysis of the Charter
 229 School. Additionally, the District would require Quest to establish its compliance
 230 with the academic performance criteria of Education Code Section 47607(b), that
 231 is not a District burden.

232 D. The various issues, concerns, and deficiencies discussed above related to the
 233 English Learner program are hereby incorporated herein by this reference. A
 234 failure properly and fully to comply with these legal requirements would
 235 necessarily mean that Quest was not effectively implementing the proposed
 236 Charter with respect to the education and rights of EL students.

237 III. THE PETITION DOES NOT CONTAIN REASONABLY COMPREHENSIVE
 238 DESCRIPTIONS OF ALL OF THE REQUIRED ELEMENTS. [Education Code
 239 Section 47605(b)(5)]

240 A. DESCRIPTION OF THE EDUCATIONAL PROGRAM OF THE SCHOOL.
 241 [Ed. Code §47605(b)(5)(A)(i)]

242 All of the above-described concerns regarding the unsoundness of the educational
 243 program and the inadequacy of the Charter's description thereof are hereby
 244 incorporated herein by this reference.

245 B. THE QUALIFICATIONS TO BE MET BY INDIVIDUALS TO BE
 246 EMPLOYED BY THE SCHOOL. [Ed. Code §47605(b)(5)(E)]

247 According to the description of duties, no Quest administrators, including the
 248 Executive Director (who "[e]stablishes budgets and plans to ensure that school

meets its financial commitments to its students, staff and community”) or the Dean of Students (who “will oversee the financial affairs of the corporation”) are required to have any business and finance education, training or experience, in general, or in public school finance in particular. Public school finance is a complex field that differs significantly from private sector business and finance. Particularly in the current economic crisis facing California’s public schools, including charter schools, it is imperative that the individual(s) responsible for a charter school’s business and finances have the necessary expertise in this area of specialization.

C. THE PROCEDURES THAT THE SCHOOL WILL FOLLOW TO ENSURE THE HEALTH AND SAFETY OF PUPILS AND STAFF. [Ed. Code §47605(b)(5)(F)]

The Charter includes its discussion of insurance and indemnification in this section of the Charter, but these elements are not adequate to protect the Charter School or the District from potential liability for Quest's acts or omissions, despite the fact that Quest will be operated by a 501(c)(3) nonprofit public benefit corporation. The identified insurance levels are too low and the limited indemnification provisions included in the Charter do not protect the District from liability, particularly if there is not adequate insurance to allow those indemnification provisions to be enforced.

BE IT FURTHER RESOLVED AND ORDERED that the terms of this Resolution are severable. Should it be determined that one or more of the findings and/or the factual determinations supporting the findings is invalid, the remaining findings and/or factual determinations and the denial of the Charter shall remain in full force and effect. In this regard, the District Board specifically finds that each factual determination, in and of itself, is a sufficient basis for the finding it supports, and each such finding, in and of itself, is a sufficient basis for denial.

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of April 12, 2011.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

I, _____, Clerk of the Board of Education of the Santa Ana Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Education of the Santa Ana Unified School District at a regular meeting of said Board held on the _____ day of _____, 2011

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

AGENDA ITEM BACKUP SHEET**April 12, 2011****Board Meeting**

TITLE: Approval of Facilities Agreement Between Santa Ana Unified School District and Edward B. Cole, Sr. Academy Charter School

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Mavis Mitchell, Charter Schools Financial Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Facilities Agreement between Santa Ana Unified School District and Edward B. Cole Sr. Academy Charter School.

RATIONALE:

Edward B. Cole Sr. Academy submitted a Proposition 39 Request for Facilities for the 2011-12 school year under the provisions of Education Code Section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations Section 11969.9(a). Specifically, the charter school requested to remain at its current location, the former Margaret S. Grant Elementary School site. These facilities were originally provided to the charter school by the District pursuant to a Proposition 39 Request for Facilities submitted in the 2006-07 school year.

The Governing Board of the Edward B. Cole Sr. Academy has agreed to the terms and conditions of the facilities agreement offered by the Santa Ana Unified School District pursuant to the requirements of Education Code Section 47614 and its implementing regulations. The accepted agreement allows the Charter School to remain at its current location and provides facilities for its in-District students for the 2011-12 school year. The Charter School will continue to share the site with other District programs.

The agreement also includes an extension option whereby the charter school may request to remain at the current site for the 2012-13 school year. At its sole discretion, the Santa Ana Unified School District may agree to extend the term of the agreement should the current location continue to be available for use by the charter school.

In correspondence dated on or about March 15, 2011, the Governing Board of the Charter School, Templo Calvario Community Development Corporation, accepted the District's Final Offer for use of a portion of the District's former Margaret S. Grant Elementary School site, located at 333 E. Walnut Street, Santa Ana, CA 92701, for the 2011-12 academic year, reserving the right to request use of the facility for the 2012-13 school year, pursuant to terms and conditions set forth in the Facilities Agreement.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Facilities Agreement between Santa Ana Unified School District and Edward B. Cole Sr. Academy Charter School as drafted.

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT AND
TEMPLO CALVARIO COMMUNITY DEVELOPMENT CORPORATION**

THIS AGREEMENT ("Agreement") is made this 12th day of April, 2011 (the "Effective Date"), by and between the Santa Ana Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Templo Calvario Community Development Corporation, a California non-profit public benefit corporation, which operates Edward B. Cole, Sr. Academy, a California public charter school ("Charter School"). The District and Charter School are collectively referred to as "the Parties."

RECITALS

WHEREAS, Charter School received approval of its Petition and Charter ("Charter"), from the District in July 2003 and said Charter was renewed on August 26, 2008. A true and correct copy of the Charter is attached hereto and incorporated herein by this reference as Exhibit "A";

WHEREAS, on or about September 30, 2010, Charter School submitted to the District a request for facilities under the provisions of Education Code section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the "Proposition 39 Request") for the 2011-2012 school year and 2012-2013 school year;

WHEREAS, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District has offered to provide the Charter School with facilities for its in-District students ("Final Offer");

WHEREAS, the Charter School has accepted the District's Final Offer for use of a portion of the District's former Margaret S. Grant Elementary School site, located at 333 E. Walnut Street, Santa Ana, CA 92701 ("Grant Site" shall refer to the total school site and "Subject Property" shall refer to that portion offered to the Charter School), depicted in Exhibit "B" hereto and incorporated herein by this reference, for the 2011-2012 academic year (the "Applicable Year"), pursuant to the conditions set forth below;

WHEREAS, the Parties desire to set forth the terms and conditions herein, pursuant to which the Charter School will occupy classrooms and use facilities at the Subject Property for the Applicable Year.

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

Section 1. Use of the Subject Property. District agrees to allow Charter School exclusive use of the Subject Property, for the sole purpose of operating the Charter School educational program in accordance with the Charter under which Charter School became an independent/direct funded Charter School. Charter School's right to exclusive use of the Subject Property shall be for the Applicable Year and shall conclude at the expiration of this Agreement on June 30, 2012.

A. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to exclusive use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement or amendment regarding the Charter School's continued use of the Subject Property for its educational program or the Parties exercise the Extension Option, pursuant to Section 8 below. If a successor agreement or amendment regarding the Charter School's continued use of the Subject Property for its educational program is not negotiated, or the Parties do not exercise the Extension Option, and the Charter School desires to have facilities provided by the District for the 2012-2013 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2011. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

B. Civic Center Act. Charter School shall otherwise have full and exclusive use of all classrooms, administrative space, and other facilities on the Subject Property. Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment. Although Charter School shall have the exclusive use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 *et seq.*) in making use of the facilities accessible to members of the community. For purposes of Civic Center Act compliance, with respect to the Subject Property only, the Charter School governance council shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community. All proceeds derived from the use of the Subject Property pursuant to the Civic Center Act shall be the property of the District and shall be forwarded to the District within one (1) business day of receipt by the Charter School.

C. Drill Notice. In the event that Charter School conducts a fire, earthquake or other emergency drill, Charter School shall provide District with reasonable notice of the time and nature of the drill and confirm that a District representative at the ARC/District Programs Property (defined in Section 7 below) is aware of the time and nature of said drill.

D. Full and Complete Satisfaction. Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Education Code section 47614 and the Proposition 39 regulations for the Applicable Year. Charter School has agreed to furnish and equip the facilities for classroom instruction with its own furnishings and equipment. Charter School agrees that, by accepting the Subject Property, it certifies that the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and all Proposition 39 implementing regulations for the Applicable Year. The Charter School waives and forever releases the District from any claim that the Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Year. Furthermore, the Charter School waives any rights it may have to subsequently object to the District's perceived failure to offer facilities in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities that the Charter School believes violates the substantive

or procedural requirements of Proposition 39 and its implementing regulations for the Applicable Year.

Section 2. Pro-Rata Share of Facilities Costs; Oversight Fee. The Parties agree that, pursuant to the Proposition 39 implementing regulations, the Charter School's pro-rata share of costs for the Subject Property ("Pro-Rata Share") is Two Dollars and Eighty Seven Cents (\$2.87) per square foot for the Applicable Year. The Parties agree that the total square footage subject to this Agreement is Nineteen Thousand Three Hundred Thirty Nine (19,339) square feet for the Applicable Year. Thus, the total pro-rata cost for the Applicable Year is Fifty Five Thousand Five Hundred Two Dollars and Ninety Three Cents (\$55, 502.93) ("Total Pro-Rata Cost").

It is agreed and understood that, should the Parties exercise the Extension Option described in Section 8 below, the District shall be entitled to recalculate the Pro-Rata Share for the 2012-2013 academic year, and shall notify the Charter School in writing of the applicable amount. For each academic year, the then-current Pro-Rata Share shall be multiplied by the then-current total square footage subject to this Agreement.

A. **Oversight Fee.** In addition to the Total Pro-Rata Cost, the District shall also charge the Charter School a fee for oversight costs ("Oversight Fee"), up to the maximum percentage allowed by law. (See, e.g., Education Code section 47613).

B. **Payment.** All fees, charges, and payments due and owing from the Charter School to the District, including but not limited to the aforementioned Total Pro-Rata Cost and Oversight Fee, may be deducted by the District from any state or federal revenues of the Charter School which are passed through the District. The District shall also have the right to withhold such fees, charges, and payments from the Charter School's in-lieu property tax allocations.

Any remaining fees, charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due thirty (30) days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum.

Section 3. Utilities. The utilities serving the Grant Site are not separately metered. The Parties have agreed that the Charter School's approximate share of utilities usage shall be Seventy-One Percent (71%) of the total utilities usage for the Grant Site. Thus, the Parties have agreed that the Charter School shall be responsible for 71% of the utilities costs during the Applicable Year, regardless of actual usage. The District shall invoice Charter School for its 71% share of the utilities costs on a monthly basis. Charter School shall promptly pay to the District its 71% share of such utilities costs within thirty (30) days of receipt of such invoice. Late payments shall be subject to interest at the rate of ten percent (10%) per annum. Charter School shall obtain its own internet service provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware.

Section 4. Maintenance. Facilities provided to the Charter School shall remain the property of the District. The ongoing operations and maintenance of the facilities is the responsibility of the Charter School. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase

operations and maintenance services from the District as provided in a separate written agreement. Parties understand that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

District shall be responsible for the major maintenance of the facilities used by Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of the Charter School.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District processes. Currently, and until further written notice, the Charter School must submit such requests through the Santa Ana Unified School District website, by clicking on the Facilities link, then selecting the Building Services link and completing the appropriate form. After printing and completing the appropriate form, the request for assistance must be faxed to Building Services at (714) 558-5571. For an emergency request for service, Charter School should call Building Services directly at (714) 558-5575. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by Charter School. Charter School shall not construct or install any improvements on the Subject Property or otherwise alter the Subject Property without the prior written consent of District, and if required, the Division of the State Architect ("DSA.") District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements for any reason. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under Section 5 or any other provision of this Agreement, such consent shall be obtained exclusively from the District's Associate Superintendent, Business Services, and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or

regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

A. **Garden.** Charter School may use a portion of the Subject Property to establish a garden ("Garden") for educational purposes, so long as the Charter School complies with any federal, state or local laws and regulations, including Proposition 65, as applicable. Charter School may not use any fertilizers, pesticides or other hazardous materials in preparing or maintaining the Garden, unless the Charter School has obtained permission, in writing, from the District. Such permission shall not affect Charter School's indemnification obligations under Article 12. If at any time the District determines, in its sole discretion, that the Garden presents a health or safety hazard or otherwise interferes with District activity, the District may require the Charter School to cease operation of the Garden immediately and return that portion of the Subject Property to its original condition.

B. **Mural.** A mural exists on the exterior wall of the Subject Property facing First Street ("Mural.") The Mural must remain "as-is" for the duration of the Applicable Year. Under no circumstances may the Charter School or any of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns remove, paint over, permanently conceal or otherwise alter the Mural in any way.

Section 6. Provision of Facilities. The facilities to be provided by the District to the Charter School are described in this Section 6, and shall consist of both permanent and portable facilities. Said facilities are labeled in Exhibit "B." The facilities to be provided by the District to the Charter School for the Applicable Year are as follows:

A. Charter School shall have exclusive use of fourteen (14) standard portable classrooms for teaching space.

B. Charter School shall have exclusive use of up to four (4) additional standard portable classrooms for specialized classroom space and/or non-teaching space.

C. Charter School shall have exclusive use of a 320 square foot storage container ("Storage") located next to Building Q.

D. Charter School shall have exclusive use of the "Cafeteria" portable, which contains a kitchen, storage or office space, and a men's staff restroom. ("Building G".)

E. Charter School shall have exclusive use of a boys and girls student restroom portable which also contains a women's staff restroom. ("Building O".)

F. Charter School shall have exclusive use of the sun shade eating areas. ("Sun Shade".)

G. Charter School shall have exclusive use of playground facilities and all field and court space at the Subject Property.

H. Charter School shall have exclusive use of the entrance gate located at the Maple Street side of the Subject Property.

I. Charter School shall have non-exclusive access to the parking lot ("Parking Lot") located on the Grant Site. The Parking Lot contains twenty-four (24) parking spaces, which spaces shall be divided between the Charter School and the District's Achievement Reinforcement Center or other District programs ("ARC" or "District Programs") as follows: twelve (12) spaces shall be allocated to the Charter School and twelve (12) spaces shall be allocated to the ARC and/or other District Programs. From time to time, one Party may allow, on a case-by-case basis, the other Party to use its designated space(s) if both Parties are agreeable to such a use. District shall be responsible for maintaining the Parking Lot.

J. Charter School may request, pursuant to the Civic Center Act (Education Code section 38131 *et seq.*), access to the portable classroom denoted as Building "P" on the map attached hereto as Exhibit "B" (located on the ARC/District Programs Property) for the purpose of conducting parent-teacher association meetings, assemblies and other similar events requiring a facility with capacity beyond that which is available on the Subject Property. The District agrees to work with the Charter School to arrange and schedule use of said portable classroom.

Section 7. Security. The Parties acknowledge that the Grant Site will be shared by the Charter School and the ARC or other District Programs. A slatted chain-link fence ("Fence") divides the Subject Property from the remaining Grant Site occupied by the ARC or other District Programs ("ARC/District Programs Property").

A. **Intrusion System.** Charter School acknowledges that it shall have the sole responsibility for the safety and security of the Subject Property and that it shall not rely on any safety/security device that the District now maintains or may maintain in the future on the Grant Site. Specifically, the District currently maintains an intrusion system ("Intrusion System") on the Grant Site, which may or may not continue to be operational. The Charter School recognizes that said Intrusion System is not part of the facilities offered to the Charter School under this Agreement and may be discontinued by the District at any time and without notice. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 8. Extension Option. The Parties desire to establish an option for the Charter School and District to extend this Agreement for the 2012-2013 academic year ("Extension Option"). If the Charter School desires to request this Extension Option it must notify the District in writing no later than October 1, 2011. The District, in its sole discretion may: (1) extend this Agreement until June 30, 2013 on the same terms and conditions, with an updated Pro-Rata Share; (2) relocate the Charter School to an alternative location for the 2012-2013 academic year, should the Subject Property be unavailable; or (3) deny the request for the Extension Option and require Charter School to request facilities pursuant to Proposition 39 no later than November 1, 2011, if Charter School desires facilities.

Section 9. Condition of Property. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding

access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to takeover the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Section 10. Title to Property. The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District at all times.

Section 11. Insurance. The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self insurance through a Joint Powers Authority shall satisfy District's obligations under this section. District shall not be responsible for insuring any of the Charter School's personal property, including any portables installed on the Subject Property. Charter School shall procure and maintain, for the duration of this Agreement the following insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

A. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.

B. General Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$20,000,000 general aggregate.

(1) Charter School policy shall include or be endorsed to include abuse and molestation coverage.

(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its board, officials, employees, and agents as additional insureds.

(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District.

C. Automobile Liability Insurance in an amount not less than \$5,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

D. Crime in an amount not less than \$3,500,000 in aggregate.

E. Errors and Omissions in the amount not less than \$20,000,000 in aggregate.

F. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the District and to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it.

District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of the Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

Concurrently with the execution of the Agreement, Charter School will provide District with a certificate(s) of insurance verifying such insurance and the terms described herein.

Section 12. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property; Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 13. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Subject Property. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if access is for purposes of meeting the District's oversight obligations.

Section 14. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:

Santa Ana Unified School District
Attn: Associate Superintendent, Business Services
1601 E. Chestnut Avenue
Santa Ana, CA 92701

With a Copy to:

Atkinson, Andelson, Loya, Ruud & Romo
Attn: Lindsay Thorson
12800 Center Court Dr., Suite 300
Cerritos, CA 90703

If to the Charter School:

Edward B. Cole, Sr. Academy
Attn: Kitty Fortner, Principal/Director
333 E. Walnut St.
Santa Ana, CA 92701

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 15. California Environmental Quality Act. Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School waives any claims against the District regarding delays, modifications or abandonment of this project due to any inability to meet CEQA requirements.

Section 16. Subcontract and Assignment. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 17. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 18. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 19. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

Section 20. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 22. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 23. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 24. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 25. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 26. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

**TEMPLO CALVARIO COMMUNITY
DEVELOPMENT CORPORATION**

By _____

Its _____

SANTA ANA UNIFIED SCHOOL DISTRICT

By _____

Its Associate Superintendent, Business Services

EXHIBIT “A”

CHARTER

“Available Upon Request”

EXHIBIT “B”

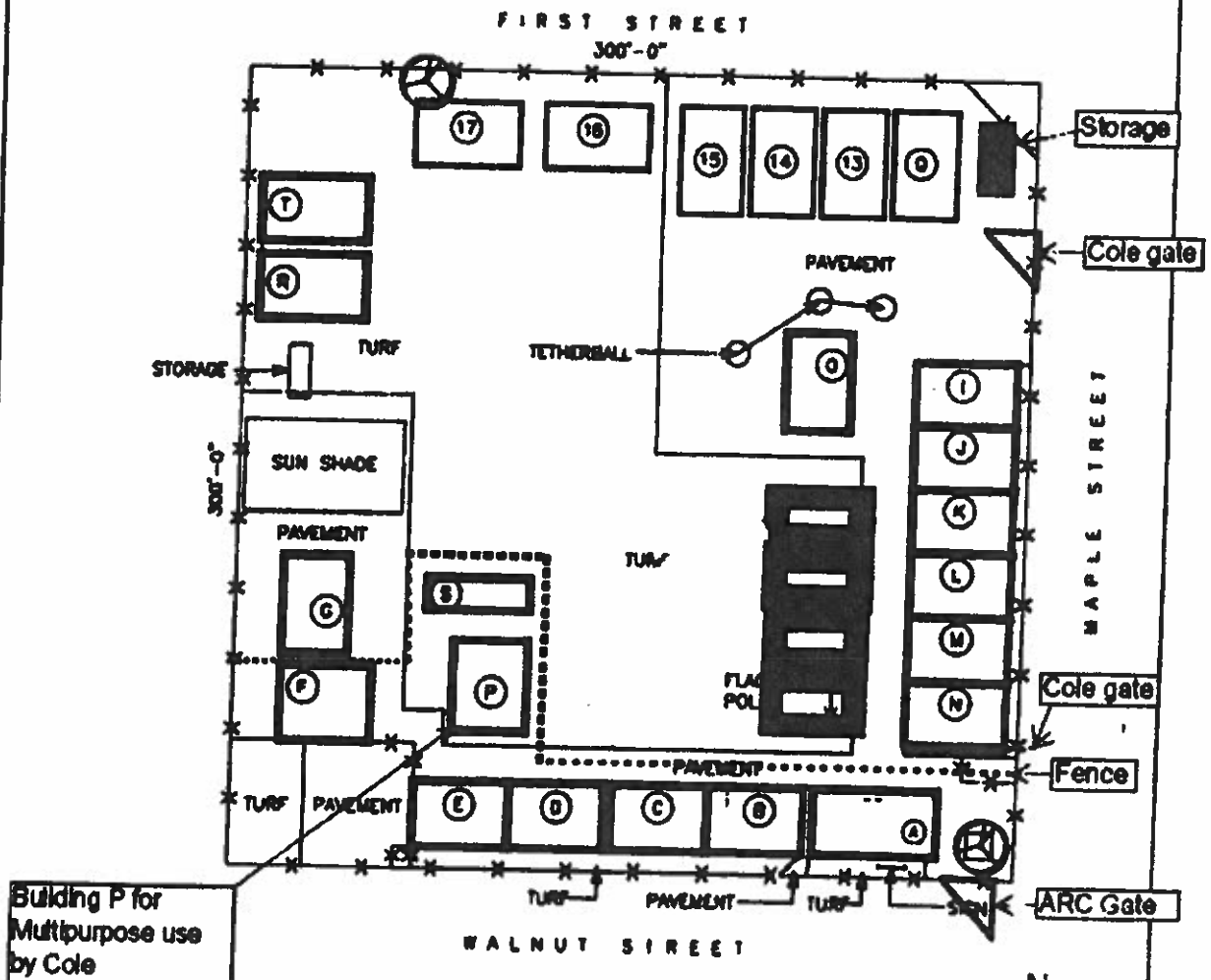
MAP DEPICTION OF PROPERTY (WITH BUILDINGS LABELED)

Exhibit "B"
Subject Property with
Additional Portables Depicted

SANTA ANA UNIFIED SCHOOL DISTRICT
Grant Elementary

333 EAST WALNUT
SANTA ANA, CA. 92701

GRADE SERVED: K-6
 SITE ACREAGE: 2.07



Building P for
 Multipurpose use
 by Cole

SITE PLAN
 SCALE 1"=60'



Scale: 1" = 60'

AGENDA ITEM BACKUP SHEET

April 12, 2011

Board Meeting

TITLE: Adoption of Resolution No. 10/11 – 2872 – Transfer of Funds From District's Health & Welfare Benefits Fund (Fund 69) to Retiree Benefit Fund (Fund 71)

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Swandayani Singgih, Assistant Director, Fiscal Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 10/11 – 2872 to transfer funds from the Health & Welfare Benefits Fund (Fund 69) to the Retiree Benefit Fund (Fund 71) in relation to reimbursement from the Early Retirement Reinsurance Program (ERRP) in the current fiscal year.

At the January 25, 2011 Board meeting, the Board of Education approved the resolution for transferring approximately \$1,080,583 from the General Fund to the Health & Welfare Benefits Fund as funds are received.

RATIONALE:

Currently the District's projected annual health benefits contribution for the early retirees is 15.15% of the total district-wide projected annual contribution for both active employees and retirees. District will utilize this percentage for the purpose of transferring the ERRP reimbursement to Fund 71.

District requests to transfer approximately \$163,708 of the ERRP reimbursement funds from the Health & Welfare Benefits Fund to the Retiree Benefit Fund.

FUNDING:

Health & Welfare Benefits Fund (Fund 69): approximately \$163,708

RECOMMENDATION:

Adopt Resolution No. 10/11 – 2872 to transfer funds from the Health & Welfare Benefits Fund (Fund 69) to the Retiree Benefit Fund (Fund 71).

1 RESOLUTION NO. 10/11-2872

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 **Authorizing the transfer of funds from District's Health & Welfare Benefits Fund**
7 **(Fund 69) to Retiree Benefit Fund (Fund 71)**
8

9 WHEREAS, the Administration is seeking authorization from the Board of
10 Education for the transfer of funds from the Health & Welfare Benefits Fund (Fund
11 69) to the Retiree Benefit Fund (Fund 71) in relation to reimbursement from the
12 Early Retirement Reinsurance Program (ERRP); and

13 WHEREAS, at the January 25, 2011 Board meeting, the Board of Education
14 approved the resolution for transferring approximately \$1,080,583 from the General
15 Fund to the Health & Welfare Benefits Fund as funds are received; and

16 WHEREAS, currently the District's projected annual health benefits
17 contribution for the early retirees is 15.15% of the total district-wide projected
18 annual contribution for both active employees and retirees. District will utilize
19 this percentage for the purpose of transferring the ERRP reimbursement to Fund 71;
20 and

21 WHEREAS, District requests to transfer approximately \$163,708 of the ERRP
22 reimbursement funds from the Health & Welfare Benefits Fund to the Retiree Benefit
23 Fund;

24 NOW, THEREFORE, BE IT RESOLVED: That the Board of Education hereby
25 authorizes the transfer of approximately \$163,708 from the Health & Welfare
26 Benefits Fund (Fund 69) to the Retiree Benefit Fund (Fund 71).

27 Upon motion of Member _____ and duly seconded, the foregoing
28
29

30 Resolution was adopted by the following vote:

31 AYES:

32 NOES:

33 ABSENT

34 STATE OF CALIFORNIA)

35) SS:

36 COUNTY OF ORANGE)

37
38 I, Jane Russo, Secretary of the Board of Education of the Santa Ana Unified
39 School District of Orange County, California, hereby certify that the above and
40 foregoing Resolution was duly adopted by the said Board at a regular meeting
41 thereof held on the ____ day of _____, 2011, and passed by a vote of
42 _____ of said Board.

43 IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
44 _____, 2011.

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47 _____
48 Jane Russo, Secretary
49 Board of Education
50 Santa Ana Unified School District
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AGENDA ITEM BACK-UP SHEET
April 12, 2011

Board Meeting

TITLE: Authorization to Award Contract for Rental of Sport Utility Vehicles and Vans for Various Sites Districtwide to Enterprise Rent-a-Car Company of Los Angeles, LLC

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Jonathan Geiszler, Manager of Purchasing

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to award a contract for rental of Sport Utility Vehicles and Vans for various sites Districtwide to Enterprise Rent-a-Car Company of Los Angeles, LLC. At the February 22, 2011 meeting, the Board authorized staff to issue a bid for Sport Utility Vehicles and Van Rentals for various sites Districtwide.

RATIONALE:

This contract will assure that all students are provided with safe and reliable transportation when participating in District athletic activities or field trips where bus transportation is not required. Allowing rentals of vans and sport utility vehicles also results in a cost savings to the District. For example, the daily rental cost for (3) three vehicles to transport (27) twenty-seven students and (3) three chaperones or coaches would be \$168 for a (24) twenty-four hour period. Contracting for a coach bus would cost the District \$495 dollars for the first (5) five hours of use and \$86 dollars for each additional hour of use.

The bid was advertised in the *Orange County Register* as legally required. Five bidders received bid documentation one bidder responded. It is the recommendation of staff to award Bid #28-11 to Enterprise Rent-a-Car Company of Los Angeles, LLC., in the amount not to exceed \$150,000 annually for a period of one year. Vendor selection is in compliance with Board Policy.

FUNDING:

Various Budgeted Funds as Requested

RECOMMENDATION:

Authorize staff to award Bid #28-11 to Enterprise Rent-a-Car Company of Los Angeles, LLC., in the amount not to exceed \$150,000 annually for the period of one year.

AGENDA ITEM BACK-UP SHEET
April 12, 2011

Board Meeting

TITLE: Authorization to Award Contract for Coach Bus Transportation Services for Field Trips and Athletic Trips for Various Sites Districtwide to Certified Transportation Services, Inc.

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Jonathan Geiszler, Manager of Purchasing

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to award a contract for Coach Bus Transportation Services for field trips and athletic trips for various sites Districtwide to Certified Transportation Services, Inc. At the February 22, 2011 meeting, the Board authorized staff to issue a bid for Coach Bus Transportation Services for field trips and athletic trips.

RATIONALE:

This contract will assure that all students are provided with safe and reliable transportation when participating in District athletic activities or field trips.

The bid was advertised in the *Orange County Register* as legally required. Nine bidders received bid documentation one bidder responded. It is the recommendation of staff to award Bid #27-11 to Certified Transportation Services, Inc., in the amount not to exceed \$950,000 annually for the period of one year. Vendor selection is in compliance with Board Policy.

FUNDING:

Various Budgeted Funds as Requested

RECOMMENDATION:


Authorize staff to award Bid #27-11 to Certified Transportation Services, Inc., in the amount not to exceed \$950,000 annually for a period of one year.

AGENDA ITEM BACKUP SHEET
April 12, 2011

15.0

Board Meeting

TITLE: Authorization for Design and Installation of Classrooms at Santiago Elementary School to Accommodate K-8 Configuration

ITEM: Action 

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations

PREPARED BY: Todd Butcher, Director of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for design and installation of eight additional classrooms at Santiago Elementary School to accommodate K-8 configuration.

RATIONALE:

At the March 8, 2011 meeting, the Board approved the K-8 Implementation program at Santiago Elementary School. Eight classrooms will be necessary for the 2012-13 school year to accommodate the K-8 configuration.

FUNDING:

State School Facility Fund/Measure G: not to exceed \$1,000,000

RECOMMENDATION:

Authorize the design and installation of eight additional classrooms at Santiago Elementary School to accommodate K-8 configuration.

AGENDA ITEM BACKUP SHEET
April 12, 2011

Board Meeting

TITLE: Approval of Student Teacher Agreements With California State University, Los Angeles and Western Governors University

ITEM: Action

SUBMITTED BY: Juan M. López, Associate Superintendent, Human Resources

PREPARED BY: Judy Barden, Coordinator BTSA Induction/Teacher Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the student teacher agreements with California State University, Los Angeles and Western Governors University. The programs will provide additional guidance for teachers to obtain teaching credentials with support through coursework and observations. The program will increase the percentage of credentialed teachers.

RATIONALE:

The Student Teacher programs will provide an additional option for staff attempting to complete credentials. Teachers would have a colleague and a university supervisor providing guidance and feedback on the instructional program. The programs would assist in increasing the percentage of qualified instructors that meet the Commission on Teacher Credentialing standards.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the student teacher agreements with California State University, Los Angeles and Western Governors University.

AGENDA ITEM BACKUP SHEET**April 12, 2011****Board Meeting****TITLE: Approval of New Job Description: Assistant Director of Food Services****ITEM: Action****SUBMITTED BY: Juan M. López, Associate Superintendent, Human Resources****PREPARED: Chad Hammitt, Executive Director, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Assistant Director of Food Services. This is an additional position to provide administrative support and leadership to the central kitchen facility and nearly sixty school site based kitchens. This new position will be funded through the Cafeteria Fund having no impact upon the General Fund. This position will report to the Director of Food Services.

RATIONALE:

The job description of Assistant Director of Food Services is essential in providing assistance with the planning, organizing, and direction of the activities of the district's nutrition services program. The job description is attached.

FUNDING:

Cafeteria Fund 13: Management Salary Schedule – Level 38: \$8,007 - \$9,144

RECOMMENDATION:

Approve the new job description of Assistant Director of Food Services.

SANTA ANA UNIFIED SCHOOL DISTRICT
ASSISTANT DIRECTOR OF FOOD SERVICES

BASIC FUNCTION:

Under direction of the Director of Food Services provides assistance with the planning, organizing, and direction of the activities of the district's nutrition services program.

REPRESENTATIVE DUTIES:

Oversees the Point of Sale Program. Coordinates, evaluates, and analyzes department POS requirements, software, and equipment. Conducts POS training, including inventory, and daily sales. Directs duties of the computer technician in troubleshooting computer, printer and POS problems at the school sites. Oversees year-end software procedures on cafeteria computers. E

Oversees and promotes the Catering Program to District offices and school sites; orders special products; sets pricing and coordinates order confirmation, event planning and billing activities. E

Assists in the planning, developing, and monitoring of the food service operations and nutritional programs of the district, and in the absence of the Director, assumes responsibilities for the department. E

Supervises central kitchen operations in the absence of individual supervisors. E

Assist in the establishment of uniform personnel practices and basic job descriptions. E

Interviews and selects candidates for employment in the food services department. E

Assists in the planning of work schedules, establishment of work performance standards, and evaluating performance of food service employees. E

Participates in personnel recommendations and resolving personnel matters in accordance with District policies and bargaining unit agreements. E

Provides leadership to site supervisors and field supervisors in order to train and retain highly competent staff. E

Plans, organizes and conducts meetings and in-service presentations for food service employees, including topics of program guidelines, service, sanitation, safety, point of sale and other related topics. E

Visits site cafeterias to supervise, analyze, determine, and recommend procedures, practices, and methods of efficient and safe food preparation operations. E

Interacts with other District departments and personnel, governmental and private agencies, consultants, sales representatives, and other outside organizations. E

ASSISTANT DIRECTOR OF FOOD SERVICES (CONTINUED)

REPRESENTATIVE DUTIES: (CONTINUED)

Oversees department attendance reporting, validates time cards, and monitors hours of food service employees. E

Review and analyzes cafeteria daily sales reports and over/short reports. E

Plans, coordinates, implements and oversees supervision of summer food service program. E

Prepares informational bulletins, operation manuals, required reports and needs assessments. E

Attends conferences and meetings as directed. E

Performs other administrative duties as assigned. E

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Federal and State laws and regulations governing child nutrition programs.

Principles of nutrition related to the feeding of school age children.

Principles of management for decentralized cafeterias and food service operations.

Principles of management for a large-scale central production kitchen.

Sanitation and safety practices related to handling, cooking, baking and serving food.

Budget preparation and control techniques.

Use of current technology in the work setting.

Computer systems, including proficiency in Excel, Word, and Nutri-Kids.

Personnel management.

Procedures and techniques of operations analysis, records development and management.

ABILITY TO:

Organize and manage a food service operation.

Evaluate food products, supplies and equipment.

Plan and supervise work.

Train and supervise personnel.

Communicate effectively both orally and in writing and public speaking.

Establish and maintain cooperative and effective working relationships with others.

Use tact, patience, and courtesy when interacting with others.

Understand and follow oral and written directions.

Work effectively with little or no supervision.

Use good judgment.

Maintain confidentiality of privileged information.

Manage multiple projects simultaneously.

Meet schedules and time lines.

Operate a personal computer and other modern office equipment.

Maintain nutrient analysis software program.

Perform the essential functions of the job.

ASSISTANT DIRECTOR OF FOOD SERVICES (CONTINUED)

EDUCATION AND EXPERIENCE:

A minimum of an Associate Arts degree is required in food service management, business management, home economics or a closely related field. At least five years of food service supervisory experience, including responsibility for recommending program changes and improvements. Experience within a school child nutrition program required.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license required.
Must have the ability to obtain and maintain vehicle insurance under the District's vehicle insurance policy.

WORKING CONDITIONS:

ENVIRONMENT:

Office and kitchen environment.

Numerous interruptions.

Driving a vehicle frequently between schools and agencies to conduct work.

PHYSICAL ABILITIES:

Hearing and speaking accurately to exchange information and make presentations.

Seeing to read a variety of materials and drive a vehicle.

Sitting or standing for extended periods of time.

Dexterity of hands and fingers to operate office machines.

Bending at the waist, kneeling or crouching.

Lifting or moving objects, normally not exceeding twenty (20) pounds.

Board Approved:

AGENDA ITEM BACKUP SHEET
April 12, 2011

Board Meeting

TITLE: Approval to Reopen Santa Ana Unified School District Initial Bargaining Proposal for 2011-12 School Year to Santa Ana Educators' Association (SAEA)

ITEM: Action

SUBMITTED BY: Juan M. Lopez,  Associate Superintendent, Human Resources

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to reopen the Santa Ana Unified School District Initial Bargaining Proposal for 2011-12 School Year to Santa Ana Educators' Association (SAEA) in accordance with Government Code 3547 and Board Policy 2000.

RATIONALE:

Under provision of the Government Code and Board Policy referenced above, the proposal must be "sunshined" to the public with the opportunity for public comment and to approve the reopening of the bargaining proposal.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve to reopen Santa Ana Unified School District Initial Bargaining Proposal for 2011-12 school year to Santa Ana Educators' Association (SAEA).

**Santa Ana Unified School District's
Initial Proposal
To
Santa Ana Educator's Association (SAEA)**

2011-2012

The on-going national and state budget crisis continue to have a tremendous impact upon funding for public education. The SAUSD Board of Education was able to adopt a budget with minimal reductions that required no layoffs, no furloughs, and no salary reductions for 2010-2011. However, the District is faced with undetermined budget cuts of \$14.4 Million for 2011-12, and \$28.1 Million for 2012-13 and these cuts could be higher if the Governor's budget proposals do not get put onto the ballot and approved by the voters.

The uncertainty of the State budget crisis has left open the necessity of further cuts to education funding in both general and categorical programs. Due to this situation the District proposes the following:

1. Article VII: Wages and Wage Provisions-

- a. Provide a fair and reasonable salary adjustment within budget constraints.
- b. Adjust/modify CLAD and BCLAD authorizations language and stipends.
- c. Unit members providing before/after school tutoring and/or interventions will be compensated at a flat factor rate.
- d. Adjust/modify stipends according to instructional, academic, and financial needs.

2. Article V: Evaluation Procedures

- a. Amend 5.1.1 so that all unit members (permanent, probationary, and temporary) are evaluated on the first five (5) Standards and two (2) Elements of Standard Six.
- b. Amend 5.4.2 to include information discussed with the unit member prior to the final evaluation at conference meetings to be included on the Evaluation Form.

3. Article VIII: Hours of Work-

- a. Adjust/modify 8.1.1 through 8.1.1.A.9 to provide for a work year adjustments within budget constraints
- b. Amend 8.2.3: to have the professional duty day begin 30 minutes prior to the student instructional day in accordance with Title VII requirements.
- c. Amend 8.2.3.A: to reinstate before, during, after school, and recess/non-instructional break duty/supervision as a cost savings measure.
- d. Eliminate 8.3.4: Fourth and Fifth Grade report card preparation day as a cost savings measure.

4. Article XV: Employee Benefits

- a. Adjust employee contributions for portion of cost increases not addressed by the Health Benefits Authority.

Personnel Calendar
Board Meeting - April 12, 2011
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Fox, Joan	Teacher	Santa Ana	June 20, 2011		Retirement - 7 years
Witherspoon, Danny	Teacher	Valley	June 30, 2011		Retirement - 16 years
RETIREMENTS - CHANGE IN DATE					
Byfield, Frances	Director of Curriculum and Staff Development	District Office	From June 30, 2011 to June 29, 2011		Retirement - 25 years
Fischer, Pamela	Teacher	Martin	From June 30, 2011 to June 20, 2011		Retirement - 22 years
Heredia, Graciela	Teacher	Monte Vista	From June 30, 2011 to June 20, 2011		Retirement - 30 years
Katz, Sandra	Teacher	Valley	From June 30, 2011 to June 20, 2011		Retirement - 30 years
RESIGNATIONS					
Cox, Sandy	Teacher	English Learner Programs And Student Achievement	June 20, 2011		Family Responsibilities - 13 years
Lo, Clara	Teacher	Spurgeon	June 20, 2011		Accepted Another Position - 3 years

Personnel Calendar
Board Meeting - April 12, 2011
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS (Continued)					
Schoger, Heather	Teacher	Heninger	June 20, 2011		Moving - 6 years
Turner, Kyanne	Teacher	Pio Pico	June 20, 2011		Family Responsibilities - 7 years
Wiens, Shaunna	Teacher	Godinez	June 20, 2011		Moving - 3 years
	Speech and Language Pathologist				Family Responsibilities - 2 years
Williams, Kristin		Speech Department	June 20, 2011		
NEW HIRES/RE-HIRES					
De Leon, Maria	Teacher	Lathrop	March 23, 2011		New Hire - 44920
Prado, Gabriel	Teacher	Harvey	March 17, 2011		New Hire - Probationary I
CHANGE IN STATUS					
Chacon, Cesar	Teacher	Community Day	November 1, 2011		From 44920 to Probationary I
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid					
Boyd, Victoria	Teacher	Franklin	March 14, 2011	April 1, 2011	Personal
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid					
Abatzoglou, Ruth	Program Specialist	Century	March 28, 2011	April 29, 2011	Personal
Bogart, Davette	Teacher	Walker	February 3, 2011	April 1, 2011	Personal

**Personnel Calendar
Board Meeting - April 12, 2011
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay					
Mc Creadie, Jennifer	Teacher	Fremont	March 22, 2011	June 20, 2011	Child Care
EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid					
Pattullo, Paulette	Teacher	Sierra	March 26, 2011	April 1, 2011	Personal
CHANGE IN DATE - FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid					
Landers, Linda	Teacher	Spurgeon	From May 27, 2011 to June 3, 2011	From June 20, 2011 to June 20, 2011	Personal
EXTRA DUTY					
Carroll, Amanda	Teacher	McFadden	August 30, 2010	June 17, 2011	Extra Period
Freire, Priscilla	Speech and Language Pathologist	Speech Department	February 26, 2011	May 21, 2011	Regular Hourly Rate
Ozuna, Juan	Teacher	Chavez	March 23, 2011	June 17, 2011	Extra Period
Phillips, Charles	Teacher	Chavez	March 23, 2011	June 17, 2011	Extra Period
Smith, Andrew	Teacher	McFadden	August 30, 2010	June 17, 2011	Extra Period
SPRING SPORTS					
Bookataub, Sullivan	Assistant Coach	Godinez	2010-2011		Baseball
C'De Baca, Cooper	Head Coach	Godinez	2010-2011		Volleyball

Personnel Calendar
CERTIFICATED PERSONNEL CALENDAR
Board Meeting - April 12, 2011

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SPRING SPORTS (Continued)					
Cortez, Heriberto	Head Coach	Godinez	2010-2011		Tennis
Espinoza, Emilio	Assistant Coach	Godinez	2010-2011		Football
Gomeztrejo, Fred	Assistant Coach	Godinez	2010-2011		Track
Kaye, Aron	Head Coach	Godinez	2010-2011		Football
Koeler, James	Assistant Coach	Godinez	2010-2011		Volleyball
Mac Lennan, Luke	Head Coach	Godinez	2010-2011		Baseball
McCluskey, Kameron	Assistant Coach	Godinez	2010-2011		Track
Ochoa, Claudia	Assistant Coach	Godinez	2010-2011		Track
Ochoa, Kathy	Assistant Coach	Godinez	2010-2011		Softball
Parga, Regina	Assistant Coach	Godinez	2010-2011		Tennis
Sloan, Erin	Assistant Coach	Godinez	2010-2011		Swimming
Tena, Daniel	Head Coach	Godinez	2010-2011		Swimming
Watts, Matthew	Assistant Coach	Godinez	2010-2011		Baseball
Fedele, Stephen	Head Coach	Saddleback	2010-2011		Baseball
Gregory, Susan	Head Coach	Saddleback	2010-2011		Volleyball
Lee, Sung	Head Coach	Saddleback	2010-2011		Tennis
Mc Cord, Derek	Head Coach	Saddleback	2010-2011		Swimming
Mc Cord, Lamonte	Assistant	Saddleback	2010-2011		Swimming
Momberg, Julie	Head Coach	Saddleback	2010-2011		Softball
Pesak, Rod	Assistant	Saddleback	2010-2011		Track
Silva, Meliton	Head Coach	Saddleback	2010-2011		Track
DEPARTMENT CHAIRS					
Espinoza, Tony		McFadden	2010-2011		ELD/Bilingual

**Personnel Calendar
Board Meeting - April 12, 2011**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS					
Yardumian, Erika	Home Teacher	Pupil Support Services	January 21, 2011	June 30, 2011	If and as needed basis
ADMINISTRATIVE SUBSTITUTES					
Salcedo, Daniel	Administrative Substitute	Various Sites	April 12, 2011	June 30, 2011	

**AGENDA ITEM REQUESTS
CERTIFICATED
2010-11**

[illegible]

Personnel Calendar
Board Meeting - April 12, 2011

CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENT						
Ornelas, Jesse	Plant Custodian Elem.	Monte Vista	June 30, 2011			28 years 6 mos.
Perez, Margarita	Sr. Secretary	Alternative Ed.	June 30, 2011			28 years, 2 mos.
RESIGNATION						
Conti, Daniel	Instr. Asst. Sev. Dis.	Mitchell	June 30, 2011			
TERMINATIONS						
Foster, Lauren	Instr. Asst. Computers	Monte Vista	March 3, 2011			
39 MONTH REEMPLOYMENT (100 Day Differential Ended)						
Medrano, Maria	Sr. Fd. Svc. Wkr.	SAHS	March 7, 2011			
ABSENCE - (3 to 20 days) Without Pay						
Petros, Diana	SLPA	Sp. Ed.	March 24, 2011	April 27, 2011		
FAMILY CARE & MEDICAL LEAVE (3 to 20 days)						
Serrano, Jesus	Plant Custodian Int.	Villa	March 22, 2011	March 25, 2011		

Personnel Calendar
Board Meeting - April 12, 2011
CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVES (21 days or more)						
Johnson, Charlotte	Occupational Therapist	Sp. Ed.	March 4, 2011	April 24, 2011		
Robledo, Ariadna	Family & Comm.					
	Outreach Liasion	Willard	March 7, 2011	May 7, 2011		
LEAVE OF ABSENCE - (21 days or more) Without Pay						
Torres-Leyva, Angelica	Instr. Asst. Sp. Ed.	Santiago	March 21, 2011	May 6, 2011		
PROBATIONARY APPOINTMENTS						
Aguirre, Eliana	SSP Sp. Ed.	Villa	April 11, 2011		19/1	
Amezcuca, Carlos	SSP Sp. Ed.	Saddleback	March 14, 2011		19/1	
Benavidez, Jaime	Custodian	Bldg. Svcs.	March 15, 2011		23/1 + Diff.	
Diaz, Omar	Custodian	Bldg. Svcs.	March 15, 2011		23/1 + Diff.	
Garcia, Jennyfer	SSP Sp. Ed.	Sp. Ed.	March 21, 2011		19/1	
Hardin, Jayna	SSP Sp. Ed.	Saddleback	March 29, 2011		19/1	
Helms, Dawn	Teacher' Aide	Headstart	March 14, 2011		10/1	
Iriarte, Carlos	Sch. Police Officer	Sch. Police	March 30, 2011		40/4	
Lopez, Laura	Medi-Cal Billing Prog.					
	Project Tech.	PSS	March 24, 2011		30/1	
Marquez, Cynthia	Site Clerk	Willard	April 11, 2011		24/1	
Ortiz, Aurora	SSP Sp. Ed.	SAHS	March 21, 2011		19/1	
Ybarra, Adriana	Site Clerk	Valley	March 24, 2011		24/1	

**Personnel Calendar
Board Meeting - April 12, 2011**

CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS						
Amador, Josie	Admin. Secretary	PIO	March 21, 2011		30/1 + Bil.	
Juarez, Mara	Fd. Svc. Spvr. H.S.	Saddleback	March 14, 2011		31/1	
Martinez, Juan	SSP Sp. Ed.	Century	March 14, 2011		19/1	
Ortiz, Alicia	Registrar H.S.	Alternative Ed.	April 11, 2011		26/6 + Bil.	
REAPPOINTMENT						
Torres, Veronica	Site Clerk	Saddleback	March 28, 2011		24/1 + Bil.	
REINSTATED FROM LAY-OFF						
Mendoza, Esther	Personnel Asst.	Human Res.	March 21, 2011		29/3	
REASSIGNMENT						
Hernandez, Shelley	Sch. Off. Asst. Sec.	Godinez	April 11, 2011		24/6	
White, Lynette	Attendance Tech.	Century	March 8, 2011		24/3	
ADJUSTMENT OF WORKING ASSIGNMENT						
Rowe, Mymalou	Teacher's Aide	Headstart	August 25, 2010		10/3	From 19.5 to 8 hours

Personnel Calendar
Board Meeting - April 12, 2011

CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
EXTRA DUTY						
Blancas, Severina	SLPA	Sp. Ed.	September 1, 2010	June 30, 2011		
Figueroa, Angelica	SLPA	Sp. Ed.	September 1, 2010	June 30, 2011		
Livezey, Robin	Site Clerk	Muir	January 1, 2011	March 31, 2011		
ACTIVITY SUPERVISORS						
Collazo, Maria	Act. Spvr.	Kennedy	March 22, 2011			
Cortez Luna, Martha	Act. Spvr.	Thorpe	March 22, 2011			
Lopez, Aurora	Act. Spvr.	Taft	March 28, 2011			
Montero de Gutierrez, Leticia	Act. Spvr.	Washington	March 22, 2011			
Vargas, Elizabeth	Act. Spvr.	Kennedy	March 22, 2011			
HOURLY APPOINTMENTS						
Mata, Lucia	Instr. Provider	Willard	March 23, 2011			
Pineda, Alexandra	Instr. Provider	Valley	March 21, 2011			
Taylor, Gary	Instr. Provider	Century	March 15, 2011			
SUBSTITUTE						
Acuña, Delia	Clerical		March 24, 2011			
Aguinaga, Xochitl	Instr. Asst.		March 24, 2011			
De Board, Tina	Clerical		March 28, 2011			

**Personnel Calendar
Board Meeting - April 12, 2011**

CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST						
Arias, Claudia	Asst. Soccer	Valley	November 15, 2010		\$18.98	
EXTRA SERVICE ASSIGNMENT						
Lueras, Johnny	Basketball	Seegerstrom			\$280.70	