

*Santa Ana Unified School District  
Board of Education*

**Board Meeting Agenda**

**Tuesday, March 24, 2015  
6:00 p.m.**

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



**Cecilia "Ceci" Iglesias  
Vice President**

**John Palacio  
President**

**Rick Miller, Ph.D.  
Secretary /  
Superintendent**

**Rob Richardson  
Member**

**Valerie Amezcua  
Clerk**

**José Alfredo Hernández, J.D.  
Member**

**If special assistance is needed to participate in the Board meeting, please contact Board Recording Secretary, at (714) 558-5515. Please call prior to the meeting to allow for reasonable arrangements to ensure accessibility to this meeting, per the Americans with Disabilities Act, Title II.**

***Mission Statement***

*The Santa Ana Unified School District is dedicated to high academic achievement, in a scholarly and supportive environment, ensuring that all students are prepared to accomplish their goals in life.*

## **BOARD OF EDUCATION MEETING INFORMATION**

### **Role of the Board**

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

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

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

### **Board Meeting Documentation**

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

### **Public Comments at Board Meetings**

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

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

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

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

### **Televised Meeting Schedule**

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

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

BOARD OF EDUCATION  
REGULAR MEETING

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

TUESDAY  
MARCH 24, 2015  
6:00 PM

AGENDA

CALL TO ORDER

5:00 P.M. RECESS TO CLOSED SESSION

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

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

STUDENT EXPULSIONS AND DISCIPLINE ISSUES

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:  
Claim No. SUSD-008289

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

PUBLIC EMPLOYEE APPOINTMENT: Assistant Director, Innovation Services-  
Informational Technology Support; High School Principal(s)

- D. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54947.6:

CONFERENCE WITH LABOR NEGOTIATOR: SAEA, CSEA, SASPOA, CWA  
Bargaining Units  
Mr. Mark A. McKinney,  
District Negotiator

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

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

## HIGH SCHOOL STUDENT AMBASSADORS

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

- Century – Sofie Tam; Godinez – Paloma Dueñas; Griset Academy – Denyse Paredes; Middle College – Pablo Jimenez; Santa Ana – Hanna Galvan

## RECOGNITIONS / ACKNOWLEDGMENTS

- Boys and Girls Youth Scholarship Recipient
- Acknowledgement of Santa Ana High School's Soccer Team
- Certificated Employee of the Month for March 2015, Ana Pedroza
- Classified Employee of the Month for March 2015, Lorena Vasquez

## SUPERINTENDENT'S REPORT

### PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

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

### 1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Regular Board Minutes - March 10, 2015 and Minutes of Special Study Session - March 17, 2015
- 1.2 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.3 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.4 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.5 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2014-15 School Year
- 1.6 Approval of Membership for Orange County Special Education Alliance for 2014-15 School Year

- 1.7 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of February 25, 2015 through March 9, 2015
- 1.8 Approval of Agreement between Bureau of Lectures and Concerts Inc., and Walker Elementary School for 2014-15 School Year
- 1.9 Approval of Agreement between Ocean Institute and Washington Elementary School for 2014-15 School Year
- 1.10 Approval of Agreement between Orange County Children's Therapeutic Arts Center and Fremont Elementary School for 2014-15 School Year
- 1.11 Approval of Consultant Agreement between Dr. Stephen Tucker and Special Projects for April 1, 2015 through April 30, 2015
- 1.12 Approval of Consultant Agreement between Revolution Prep and Middle College High School for March 25, 2015 through June 30, 2015
- 1.13 Approval of Consultant Agreement between Padres Unidos and Valley High School for March 25, 2015 through June 30, 2015
- 1.14 Approval of Consultant Agreement between Scholastic, Inc. and Valley High School for March 25, 2015 through June 19, 2015
- 1.15 Approval of Consultant Agreement with Dieli Murawka Howe for Period of March 25, 2015 through June 30, 2016
- 1.16 Approval of Consultant Agreement with Fulcrum Management Solutions, Inc., for Period of March 25, 2015 through July 31, 2015
- 1.17 Approval of Consultant Agreement Increase for Government Financial Strategies, Inc.
- 1.18 Approval of Consultant Agreement Increase for Justin Wu for Oracle Programming Services
- 1.19 Approval of Consultant Agreement Increase for Matthew Williams Enterprises, LLC for 2014-15 School Year
- 1.20 Approval of Consultant Agreement Increase for ProCare One Nurses for 2014-15 School Year
- 1.21 Approval of Consultant Agreement Increase for RCS Investigations & Consulting, LLC
- 1.22 Approval of Student Teacher, Intern, and/or Fieldwork Agreement with California State University, Fullerton; California State University, Long Beach; California State University, Los Angeles; and Concordia University

- 1.23 Approval of Intranet Network Support Services Agreement with Orange County Superintendent of Schools for Fiscal Year 2015 –2016
- 1.24 Ratification of Amendment to Service Agreement with The Regents of University of California Center for Educational Partnerships Irvine Math Project 2013-14 School Year
- 1.25 Ratification of Memorandum of Understanding with Orange County Superintendent of Schools Regarding Beginning Teacher Support and Assessment/Induction Education Specialist Program
- 1.26 Approval of Memorandum of Understanding with County of Orange Health Care Agency Children, Youth, and Behavioral Health Services for 2014-15 School Year
- 1.27 Approval of Submission of Refunding Application for Head Start Funding for 2015-16 Program Year
- 1.28 Approval of Submission of K-8 California Fresh Fruit and Vegetable Program Grant Renewal for 2015-16 School Year
- 1.29 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of February 25, 2015 through March 10, 2015
- 1.30 Ratification of Expenditure Summary and Warrant Listing for Period of February 25, 2015 through March 10, 2015
- 1.31 Approval of Disposal of Used Vehicles
- 1.32 Approval of Substitute Subcontractor of Bid Package Increment 2 Fencing at SAUSD Sports Complex
- 1.33 Authorization to Reject all Bids for Bid Package No. 1 Aquatic Center Classroom at Segerstrom High School
- 1.34 Approval of Revised Job Description: Transportation Scheduler
- 1.35 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

Items removed from Consent Calendar for discussion and separate action:

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## PRESENTATION

- Santa Ana Unified School District Bond Program Overview and Refunding Analyses

## REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Resolution 14/15-3047 – Proclaiming April 21, 2015, as Parents’ Day
- 3.0 Approval of Resolution No. 14/15-3049 – National Deaf History Month
- 4.0 Approval of Summer Extended Learning Programs for 2015-16 School Year
  - 4.1 Approval of Summer Enrichment Programs for 2015-16 School Year
  - 4.2 Approval of Engage 360° Summer Extended Learning Programs for 2015-16 School Year
  - 4.3 Approval of Summer School Programs for 2015-16 School Year
- 5.0 Authorization to Award Contract for Learning Management System
- 6.0 Authorization to Award Contract for Installation of Structured Cabling System and Network Equipment to Federal Technology Solutions, Inc., Under E-Rate Districtwide
- 7.0 Approval of SAUSD Assistant Superintendent, Business Services Employment Agreement

## NEW AND REVISION OF EXISTING BOARD POLICIES

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

- 8.0 Board Policy (BP) 6145.2 – Athletic Competition (Revised: For Adoption)

## BOARD REPORTS

## ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, April 28, 2015, at 6:00 p.m.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Boys and Girls Youth Scholarship Recipient

**ITEM:** Recognition

**SUBMITTED BY:** Dawn Miller, Assistant Superintendent, Secondary Education

**PREPARED BY:** Dawn Miller, Assistant Superintendent, Secondary Education

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the 2015 Boys and Girls Club of Santa Ana Youth of the Year scholarship recipient.

**RATIONALE:**

The Boys and Girls Club of Santa Ana recently selected Jennifer Leal, a student at Santa Ana High School, the club's 2015 Youth of the Year. As the winner, Jennifer will be awarded a \$10,000 scholarship, as well as a laptop for school. Each year the Boys and Girls Club of Santa Ana honors an individual member to serve as Youth of the Year. Jennifer will be the ambassador of the club, speak in front of city officials, board members, and at club events. Most importantly, though, is that she will act as the role model for all the younger kids in the Boys and Girls program.

**FUNDING:**

Not applicable

**RECOMMENDATION:**

Acknowledge the Boys and Girls club of Santa Ana Youth of the Year scholarship recipient.



**AGENDA ITEM BACKUP SHEET**

**March 24, 2015**

**Board Meeting**

**TITLE:** Acknowledgement of Santa Ana High School Soccer Team

**ITEM:** Recognition

**SUBMITTED BY:** Dawn Miller, Assistant Superintendent, Secondary Education

**PREPARED BY:** Dawn Miller, Assistant Superintendent, Secondary Education

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Santa Ana High School soccer team members and Coach Joe Penaflor.

**RATIONALE:**

The Santa Ana High School soccer team, under the direction of Coach Joe Penaflor, advanced to the California Interscholastic Federation (CIF) championship finals on March 6, 2015.

**FUNDING:**

Not applicable

**RECOMMENDATION:**

Acknowledge the Santa Ana High School soccer team.

DM:sz

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Certificated Employee of the Month for March 2015, Ana Pedroza**  
**ITEM:**                   **Recognition**  
**SUBMITTED BY:** **Mark A. McKinney, Associate Superintendent, Human Resources**  
**PREPARED BY:** **Mark A. McKinney, Associate Superintendent, Human Resources**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Certificated Employee of the Month for March 2015.

**RATIONALE:**

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for March 2015. The members have selected Ana Pedroza, Teacher, Lowell Elementary School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Ana Pedroza, as Certificated Employee of the Month for March 2015.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Classified Employee of the Month for March 2015, Lorena Vasquez

**ITEM:** Recognition

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Classified Employee of the Month for March 2015.

**RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for March 2015. The members have selected Lorena Vasquez, Site Clerk, Lowell Elementary School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Lorena Vasquez as Classified Employee of the Month for March 2015.

  
MAM:nr:ca

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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

March 10, 2015

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Board President Palacio. Other members in attendance were Ms. Iglesias, Ms. Amezcua, Mr. Richardson, and Mr. Hernández.

Cabinet members present were Dr. Miller, Dr. Phillips, Dr. Haglund, Mr. McKinney, Ms. Lohnes, Mr. Dixon, Ms. Miller, and Dr. Rodriguez.

CLOSED SESSION PRESENTATIONS

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

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 5:00 p.m. to consider student discipline, personnel matters, and negotiations.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:14 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Andrea Lopez, eighth-grade student at Sierra Preparatory Academy.

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 5-0, the Board took action to approve the recommended non-reelected Probationary Certificated Employees: Employee ID #28164 and Employee ID #27964 effective June 19, 2015.

Moved:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	<u>  X  </u>	Hernández	_____
Seconded:	Palacio	_____	Iglesias	_____	Amezcu	<u>  X  </u>	Richardson	_____	Hernández	_____
Ayes:	Palacio	<u>  X  </u>	Iglesias	<u>  X  </u>	Amezcu	<u>  X  </u>	Richardson	<u>  X  </u>	Hernández	<u>  X  </u>
Noes:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	_____	Hernández	_____
Final Vote:	Ayes	<u>  5  </u>	Noes	<u>  0  </u>	Abstain	_____	Absent	_____		

By a vote of 5-0, the Board took action to appoint Yoly Aguilar to the position of Early Learning Specialist.

Moved:	Palacio	_____	Iglesias	<u>  X  </u>	Amezcu	_____	Richardson	_____	Hernández	_____
Seconded:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	<u>  X  </u>	Hernández	_____
Ayes:	Palacio	<u>  X  </u>	Iglesias	<u>  X  </u>	Amezcu	<u>  X  </u>	Richardson	<u>  X  </u>	Hernández	<u>  X  </u>
Noes:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	_____	Hernández	_____
Final Vote:	Ayes	<u>  5  </u>	Noes	<u>  0  </u>	Abstain	_____	Absent	_____		

By a vote of 5-0, the Board took action to appoint Tina Douglas to the position of Assistant Superintendent, Business Services.

Moved:	Palacio	_____	Iglesias	_____	Amezcu	<u>  X  </u>	Richardson	_____	Hernández	_____
Seconded:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	<u>  X  </u>	Hernández	_____
Ayes:	Palacio	<u>  X  </u>	Iglesias	<u>  X  </u>	Amezcu	<u>  X  </u>	Richardson	<u>  X  </u>	Hernández	<u>  X  </u>
Noes:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	_____	Hernández	_____
Final Vote:	Ayes	<u>  5  </u>	Noes	<u>  0  </u>	Abstain	_____	Absent	_____		

HIGH SCHOOL STUDENT AMBASSADOR

Seegerstrom - Geovanna Medel

Geovanna provided highlights to the Board of current events, information, and activities at Seegerstrom High School.

RECOGNITIONS / ACKNOWLEDGMENTS

Anthony Solis, 3rd Grade Student at Pio Pico Elementary School, Named Recipient of Association of California School Administrators Region 17 Every Student Succeeding Award

Lisa Gonzales-Solomon, Principal at Lowell Elementary School recognized SAUSD Anthony Solis who has succeeded in achieving his goals.

Blake Smith, Valley High School Teacher, Represented the Angels at 2014 All Star Game in Minnesota

Board Member Richardson recognized Blake Smith for his commitment to the students of SAUSD.

**SUPERINTENDENT'S REPORT**

Dr. Miller opened his report by mentioning Read Across America Day and the celebration throughout the District with guest readers at various schools. He also mentioned KinderCaminata, an annual event at Santa Ana College where kindergartners experienced a day on a college campus. Dr. Miller noted he was privileged to attend the Association of California School Administrators (ACSA) Region 17 Every Student Succeeding Breakfast. He provided an update of the Santa Ana High School Soccer Team who competed at a Regional Tournament in Clovis, California this evening. Dr. Miller concluded his report with a brief mention of his meeting with College presidents related to organization of smooth transitions from K-12 to higher education.

PUBLIC PRESENTATIONS

Kathryn Cobb-Woll invited the Board to the upcoming Spring Musical - Into the Woods at Santa Ana High School. Hiba Shublak addressed the Board related to the Active Learning Dance Program. Maricela Bustos, Guadalupe Valdez, and Dora Ramirez addressed the Board related to the Dual Immersion Program at Carr Intermediate School. Sergio Rodriguez addressed the Board related to the fundamental school lottery and wait list. Paul Zive addressed the Board related to Class Size Reduction and Local Control Funding Formula (LCFF) at Willard Intermediate School. Araceli Cazalez addressed the Board related to parent involvement partners. Odalys Sanchez and Mario Ardilla addressed the Board related to the Active Learning Dance Program.

**1.0 APPROVAL OF CONSENT CALENDAR**

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

1.8 Approval of Memorandum of Understanding with Imagine Learning for 2014-15 School Year

1.9 Ratification of Approval of Agreement between Padres Unidos and Garfield Elementary School for 2014-15 School Year

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

1.1 Approval of Regular Board Minutes - February 24, 2015

1.2 Orange County Department of Education Second Quarter Site Review Report on Williams Settlement Legislation for Fiscal Year 2014-15

1.3 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests

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

1.5 Approval of Ethnic Studies Course for High School Students

1.6 Approval of Ratification of Consultant Agreement between Dr. Anthony P. Mazzaferro and Special Projects for February 25, 2015 through March 4, 2015

1.7 Approval of Consultant Agreement between Panjive Steel Drum Entertainment and Carr Intermediate School for April 1, 2015

1.10 Adoption of Current K-5 Curriculum for Physical Education Course of Study

1.11 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of February 11, 2015 through February 23, 2015

1.12 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

1.13 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year

1.14 Approval of Consultant Agreement for Training in New Reclassification Procedures for Students with Disabilities for 2014-15 School Year

1.15 Approval of Consultant Agreement for Mental Health Counseling Services for 2014-15 School Year

- 1.16 Approval of Consultant Agreement for Mental Health Counseling Services for 2014-15 School Year
- 1.17 Ratification of Memorandum of Understanding Increase with California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey for 2013-14 School Year
- 1.18 Approval of Memorandum of Understanding with the California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey for 2014-15 School Year
- 1.19 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of February 11, 2015 through February 24, 2015
- 1.20 Ratification of Expenditure Summary and Warrant Listing for Period of February 11, 2015 through February 24, 2015
- 1.21 Authorization to Utilize Western States Contracting Alliance Price Agreement for Cellular Services Districtwide with Verizon Wireless, Under E-Rate for 2015-16 Fiscal Year
- 1.22 Authorization to Award Contract for Managed Internet Services Districtwide to Foothills Education and Technology Partnership, Under E-Rate
- 1.23 Approval of Internet Service Agreement with Orange County Superintendent of Schools for Fiscal Year 2015-16
- 1.24 Approval of Consultant Agreement with Leadership Laboratories, Inc., for Period of March 11, 2015 through June 30, 2015
- 1.25 Approval of Consultant Agreement Increase for Rayburn Corporation
- 1.26 Approval to Substitute Subcontractor for Bid Package No. 1 New Building and Sitework - Lath & Plaster, Drywall, and Painting at Wilson Elementary School Under Overcrowding Relief Grant Program
- 1.27 Acceptance of Completion of Contract for Bid Package No. 1 Replacement of Fencing at Monte Vista Elementary School
- 1.28 Acceptance of Completion of Contract for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Monte Vista Elementary School
- 1.29 Approval of Revised Job Description: Director of Certificated Personnel Copy of revised job description attached.
- 1.30 Approval of Revised Job Description: Executive Director of Human Resources Copy of revised job description attached.
- 1.31 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves. Copy of Personnel Calendar attached.



ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

1.8 Approval of Memorandum of Understanding with Imagine Learning for 2014-15 School Year

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to approve the memorandum of understanding with Imagine Learning for the 2014-15 school year.

1.9 Ratification of Approval of Agreement between Padres Unidos and Garfield Elementary School for 2014-15 School Year

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to ratify the approval of the agreement with Padres Unidos and Garfield Elementary School for the 2014-15 school year.

PRESENTATION

District Wide Parent Engagement Strategies

Dr. Rodriguez, Assistant Superintendent, Teaching and Learning provided examples of district-wide efforts along with parent speakers on Padres Unidos, 40 Developmental Assets, and Padres Promotores Programs.

**REGULAR AGENDA - ACTION ITEMS**

2.0 CERTIFICATION OF SECOND INTERIM FINANCIAL STATUS (POSITIVE)

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to certify the District financial status as positive.

3.0 AUTHORIZATION TO AWARD CONTRACT FOR WIDE AREA NETWORK SERVICES DISTRICTWIDE TO SUNESYS, INC., UNDER E-RATE

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize staff to award a contract for Wide Area Network services Districtwide, under E-Rate in the amount of \$4,841,466.60 for 60 months, pursuant to RFP No. 09-15 to Sunesys, Inc.

4.0 AUTHORIZATION TO RENEW CONTRACT FOR VARIOUS TELECOMMUNICATION AND INTERNET ACCESS SERVICES DISTRICTWIDE WITH AT&T, UNDER E-RATE FOR 2015-16 FISCAL YEAR

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to authorize staff to renew a contract for various telecommunication and internet access services Districtwide with AT&T, under E-Rate for the 2015-16 fiscal year, pursuant to Request for Proposals No. 04-13.

- 5.0 AUTHORIZATION TO AWARD CONTRACT FOR INSTALLATION OF STRUCTURED CABLING SYSTEM AND NETWORK EQUIPMENT TO FEDERAL TECHNOLOGY SOLUTIONS, INC., UNDER E-RATE DISTRICTWIDE

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to table the item until March 24, 2015.

- 6.0 APPROVAL OF THE AGREEMENT TO INDEMNIFY, WAIVE, AND RELEASE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SANTA ANA REGARDING RETRO-ACTIVE PASS-THROUGH OBLIGATIONS

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-0, Ms. Iglesias not present, to approve the Successor Agency's proposed agreement regarding indemnity, waiver, and release regarding the pass-through obligations and incorporate Exhibit A. Copy of Exhibit A attached.

- 7.0 APPROVAL OF CONSULTANT AGREEMENT WITH AMERICAN MECHANICAL PLUMBING ENGINEERING

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 4-0, Ms. Iglesias not present, to approve the consultant agreement with American Mechanical Plumbing Engineering for Proposition 39 projects in the amount of \$250,000 for the 2014-15 school year.

- 8.0 AUTHORIZATION TO AWARD CONTRACT FOR BID PACKAGE 504 NEW CONSTRUCTION TWO-STORY CLASSROOM BUILDING AT SADDLEBACK HIGH SCHOOL UNDER EMERGENCY REPAIR PROGRAM

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to authorize staff to award a contract to Robert Clapper Construction Services, Inc. dba R. C. Construction Services for Bid Package 504 New Construction of Two-Story Classroom Building at Saddleback High School under Emergency Repair Program in the amount of \$6,471,000.

- 9.0 APPROVAL OF NEW JOB DESCRIPTION: COORDINATOR OF TECHNOLOGY INTEGRATION SERVICES

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to approve the new job description: Coordinator of Technology Integration Services. Copy of new job description attached.

- 10.0 BOARD POLICY (BP) 6145.2 - ATHLETICS COMPETITION (REVISED: FIRST READING)

Revised for first reading; No Action Required.

**BOARD AND STAFF REPORTS/ACTIVITIES**

Ms. Iglesias

- Participated in Read Across America at Heroes Elementary;
- Attended KinderCaminata, great experience;
- Attended the Honor Band Concert at Santa Ana High School.

Ms. Amezcua

- Participated in Read Across America at Heroes Elementary;
- Participated in KinderCaminata;
- Attended the Honor Band Concert;
- Announced her participation in Principal for a Day at Valley High School.

Mr. Palacio

- Participated in KinderCaminata;
- Announced the Annual Parent Conference on March 14<sup>th</sup> at 9:00 a.m. at Villa Fundamental Intermediate School;
- Announced his participation in Read Across America at Franklin Elementary.

Mr. Richardson

- Looking forward to his participation of Principal for a Day at Century High School;
- Announced the Godinez Fundamental High School presentation of Les Misérables;
- Announced the Spring Musical - Into the Woods at Santa Ana High School;
- Attended the Santa Ana High School Soccer game vs. Corona High School.

**ADJOURNMENT**

There being no further business to come before the Board, the Board meeting was adjourned by Mr. Richardson at 8:53 p.m. in memory of Brian Carman, Alan Fainbarg, and Mae Yamagata.

The next Regular Meeting will be held on Tuesday, March 24, 2015, at 6:00 p.m.

ATTEST:

\_\_\_\_\_  
Rick Miller, Ph.D.  
Secretary  
Santa Ana Board of Education



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **DIRECTOR OF HUMAN RESOURCES**

#### **JOB SUMMARY:**

Under the general direction of the Associate Superintendent, Human Resources and/or designee, assist in the planning, organizing, and directing of the District's comprehensive personnel and employee relations program for certificated and classified personnel.

#### **REPRESENTATIVE DUTIES:**

- Provide general administrative leadership in the operations and services of the Human Resources Services Division related to certificated and classified department functions. **E**
- Assist the Associate Superintendent, Human Resources in directing all aspects of the District's personnel program for certificated and classified employees. **E**
- Develop and implement recruitment and selection processes and procedures for District vacancies in classified and certificated employment; posting of job opportunities; may interview candidates; monitor procedures for the employment, assignment and evaluation of teacher substitutes and provide orientation for new teacher substitutes on a periodic basis. **E**
- Participate as a member of the District bargaining team in contract negotiations with employee associations, assist in the development of District proposals and in the analyses of employee proposals, and provide back-up assistance in the day-to-day administration of employee contracts. **E**
- Develop Board Agenda materials, as necessary; prepare personnel reports and other documentation of personnel actions; conduct administrative and salary surveys; research, compile and analyze data for District and State reports; develop, plan and implement information systems to maintain and retrieve personnel data; annually audit the assignment of certificated personnel within their credential authorization; prepare information and reports for CBEDS, Williams, SARC and other federal or State reporting. **E**
- Assist in planning and implementing general and specialized personnel/employee relations inservice training programs for certificated and classified administrators, managers, and supervisors. **E**

**DIRECTOR OF HUMAN RESOURCES (CONTINUED)****REPRESENTATIVE DUTIES:** (continued)

- Provide for a comprehensive program of recruitment, selection and assignment for certificated personnel; assist in the evaluation of candidates for employment; review certificates of applicants and make recommendations on hiring and assignment. **E**
- Engage in strategic planning for the District and Human Resources Services Division. **E**
- Work one-on-one with principals and other managers at their school sites or in their departments for appropriate supervision, evaluation, and discipline of classified and certificated personnel; assist in developing strategies for assistance; handle non-relections and terminations; conduct fair, thorough, and legally sound investigations; assure compliance with bargaining unit agreements, State and federal laws, Board/District policies and regulations, and other applicable rules. **E**
- Communicate with bargaining unit representatives regarding issues that affect unit employees or negotiated agreements. **E**
- Assist in the orientation of new teacher personnel; explain District policy and procedures for leaves of absence and other benefits; monitor personnel on leave to assure compliance with District policy. **E**
- Direct the selection of teacher substitutes; monitor and evaluate teacher substitutes; provide orientation for substitutes on a periodic basis. **E**
- Attend meetings, conferences and other workshops regarding personnel administrative matters. **E**
- Maintain employee files for certificated and classified personnel in a confidential manner; prepare various reports, agenda back-up information and other documentation of personnel actions. **E**
- Supervise assigned Personnel Division staff; perform evaluations, select personnel, recommend salary increases and provide work-direction and guidance to assigned staff. **E**
- Participate in the development of inservice programs for certificated and classified personnel and in articulation of staffing needs with colleges and universities. **E**
- Perform related duties as assigned.

## **DIRECTOR OF HUMAN RESOURCES (CONTINUED)**

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Principles and practices of personnel management, employer-employee relations and collective bargaining.
- Laws and administrative regulations applicable to employer-employee relations.
- Principles of management, human resources, supervision, and organizational behavior.
- Principles of wage and salary administration, equal employment opportunity, and nondiscrimination.
- Personnel administrative functions including recruitment, selection, employment transfers, promotions, leave, grievance processing, terminations, salary administration, fringe benefit programs, EEO guidelines, labor relations and personnel policies and procedures and principles of supervision and management.
- Personnel laws and regulations.
- Applicable sections of State Education Code.
- Certificated collective bargaining agreement.
- Modern personnel policies, procedures, and information sources.

#### Ability to:

- Plan, organize and direct complex programs of personnel management and employee relations.
- Communicate effectively both orally and in writing, including preparation and presentation of detailed complex analyses, recommendations and conclusions.
- Use sound judgment in interpreting and applying policies and procedures.
- Collect and analyze data.
- Manage, supervise, motivate, and train personnel.
- Establish and maintain effective working relationships.
- Analyze problems and propose logical solutions.
- Work effectively and cooperatively with personnel at all levels.
- Communicate effectively both orally and in writing.
- Write policies and regulations clearly and concisely.
- Analyze teacher credits to determine the appropriateness of teacher credentials.

### **EDUCATION AND EXPERIENCE:**

- Master's Degree from an accredited college or university
- Three years site principal experience

## **DIRECTOR OF HUMAN RESOURCES (CONTINUED)**

### **REPRESENTATIVE DUTIES:** (continued)

### **LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:**

- Valid California Administrative Credential
- Valid California driver's license
- Bilingual Spanish/English is desirable

### **WORKING CONDITIONS:**

#### **ENVIRONMENT:**

- Typical office environment.

#### **PHYSICAL ABILITIES:**

- Sufficient vision to read volumes of printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Sufficient physical mobility to move about the District and drive a car.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and in addressing groups.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

Reasonable accommodation may be made to enable a person with a disability to perform the essential duties of the job with or without reasonable accommodation.

Board Approved: 3/10/15 (1/24/84, 4/22/86, 1/14/92)



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **EXECUTIVE DIRECTOR OF HUMAN RESOURCES**

#### **JOB SUMMARY:**

Under the general direction of the Associate Superintendent, Human Resources, assist in the planning, organizing, and directing of the District's comprehensive personnel and employee relations program for certificated and classified personnel.

#### **REPRESENTATIVE DUTIES:**

- Assume responsibility for making decisions regarding personnel matters and provide supervision to the Human Resources Division in the absence of the Associate Superintendent, Human Resources. **E**
- Assist in providing general administrative leadership in the operations and services of the Human Resources Services Division related to certificated and classified department functions. **E**
- Assist the Associate Superintendent, Human Resources in analyzing, developing, coordinating, and implementing state laws, Board of Education policies, and administrative regulations. **E**
- Develop new or revised personnel policies and administrative regulations for Governing Board consideration; review new legislation, legal opinions and administrative advisories and make recommendations as necessary; interpret and apply relevant federal and State laws, and District policies and procedures and collective bargaining agreements as necessary. **E**
- In conjunction with the Associate Superintendent, Human Resources, evaluate systematically and continuously the work and performance of the assigned staff within the Personnel Services Division to attain the objectives of their area and assist them with their professional growth and development. **E**
- Assist the Associate Superintendent, Human Resources in preparing, recommending, and administering the division budget for the Human Resources Services Division. **E**
- In conjunction with the Associate Superintendent, Human Resources, evaluate, plan, organize, develop, and manage a program of employer/employee relations and employee evaluation that promotes the achievement of high personnel standards and performance. **E**
- Develop personnel policy proposals and recommendations. **E**



**EXECUTIVE DIRECTOR OF HUMAN RESOURCES (CONTINUED)****REPRESENTATIVE DUTIES:** (continued)

- Administer and coordinate all functions relating to assignment and management of personnel and prepare responses to state and federal complaints and individual lawsuits relating to personnel. **E**
- Conduct wage and salary studies and surveys periodically; recommend certificated and classified wage and salary levels and classifications; maintain a classification system; recommend personnel for reclassification as appropriate. **E**
- Coordinate efforts to recruit and hire highly-qualified individuals into administrative positions. **E**
- Assist in providing leadership in the management of the negotiated agreements, active participation in the negotiating process, and coordinating the inservice sessions on the collective bargaining contracts. **E**
- Review and analyze the District's current position for compliance with established codes, law, and procedures related to general liability, worker's compensation, payroll services, and employee benefits; make required changes to bring the District to compliance and protect the resources of the District. **E**
- Receive and process claims against the District; develop and coordinate District claims against others; investigate claims and represent the District at court or related meetings. **E**
- Manage internal operations including communication, technology, records, workflow, and other areas to assure smooth and efficient delivery of services that comply with laws, policies, and regulations. **E**
- Develop and implement long and short-term plans and activities designed to enhance assigned programs and services, and assure an economical, safe, and efficient work environment. **E**
- Perform other related duties as assigned.

## **EXECUTIVE DIRECTOR OF HUMAN RESOURCES (CONTINUED)**

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Current educational administration principles and practices, including site-based management, supervision, evaluation, training, legislative laws and credentials.
- Human Resources Services Division operations, functions and responsibilities and the appropriate supportive services required to ensure operational effectiveness.
- Laws and regulations regarding personnel practices.
- State, County, City and community entities.

#### Ability to:

- Modify management strategies based on evaluation data.
- Develop new policies and procedures in accordance with the needs of the District.
- Exercise judgment and discretion in interpreting and applying policies and procedures.
- Effectively communicate and deal with individuals, organizations, community groups, and the public.
- Speak and write effectively.
- Perform the essential functions of the job.

### **EDUCATION AND EXPERIENCE:**

- Master's degree from an accredited college or university
- Three years site principal experience
- Five years' demonstrated experience in certificated and classified personnel and employer/employee relations (preferred)

### **LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:**

- Valid teaching and administrative credentials from an accredited college/university.
- Valid California driver's license.
- Willingness to work additional hours periodically.
- Willing to travel as needed.

### **WORKING CONDITIONS:**

#### ENVIRONMENT:

- Typical office/school.

## **EXECUTIVE DIRECTOR OF HUMAN RESOURCES (CONTINUED)**

### **WORKING CONDITIONS:** (continued)

#### **PHYSICAL ABILITIES:**

- Sufficient vision to read volumes of printed materials
- Sufficient hearing to conduct in person and telephone conversations
- Sufficient physical mobility to move about the District and drive a car
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and in addressing groups
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions

Reasonable accommodation may be made to enable a person with a disability to perform the essential duties of the job with or without reasonable accommodation.

Board Approved: 3/10/15 (8/9/94)

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
 Board Meeting - March 10, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Alexander, Susan	Teacher	Special Education	June 19, 2015		Retirement - 11 years
Hinshaw, Lisa	Principal	Willard	June 30, 2015		Retirement - 25 years
Mc Lean, Kathleen	Teacher	Willard	June 19, 2015		Retirement - 21 years
Medico-Estes, Cheryl	Teacher	Valley	June 19, 2015		Retirement - 25 years
<b>RETIREMENT CHANGE IN DATE</b>					
Aubuchon, Diana	Teacher	McFadden	From June 19, 2015 to March 2, 2015		Retirement - 25 years
<b>RESIGNATIONS</b>					
Encinas, David	Teacher	Spurgeon	June 19, 2015		Moving, returning to school - 3 years
Liuzzi, Nicole	Teacher	Lathrop	June 19, 2015		Personal - 1 year Family Responsibilities - 6 years
Presby, Monica	Teacher	Lincoln	June 19, 2015		

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - March 10, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES</b>					
Aguero, Mark	Teacher	Century	February 26, 2015		New Hire - Probationary I
Huber, Jodie	Teacher	McFadden	February 27, 2015		New Hire - Intern
<b>39-MONTH REEMPLOYMENT</b>					
Kaviani, Revital	Teacher	Santa Ana	February 26, 2015	May 26, 2018	
<b>CO-CURRICULAR 2014-15</b>					
Tena, Daniel		Godinez	2014-15		Activities Director
<b>EXTENSION ON LEAVE (21 duty days or more) - Without Pay with Benefits</b>					
Yepes, Jose	Teacher	Martin	August 27, 2015	June 17, 2016	Personal
<b>EXTRA DUTY 2014-15</b>					
Adin, Peggy	Retired Substitute Nurse	Pupil Support Services Educational Services/Special Project	January 12, 2015	June 19, 2015	Retired Flat Rate
Blauer, Kathleen	Retired Substitute	Pupil Support Services	February 10, 2015	June 19, 2015	Retired Flat Rate
Cady, Cynthia	Retired Substitute Nurse	Pupil Support Services	January 12, 2015	June 19, 2015	Retired Flat Rate

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
 Board Meeting - March 10, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>EXTRA DUTY 2014-15 (Continued)</b>					
Pate, Bonnie	Retired Substitute Nurse	Pupil Support Services	January 12, 2015	June 19, 2015	Retired Flat Rate
Robinson, Carolyn	Retired Substitute Nurse	Pupil Support Services	January 12, 2015	June 19, 2015	Retired Flat Rate
Throop, Mary	Retired Substitute Nurse	Pupil Support Services	January 12, 2015	June 19, 2015	Retired Flat Rate
Tuttle, Jane	Retired Substitute Nurse	Pupil Support Services	January 12, 2015	June 19, 2015	Retired Flat Rate
<b>EXTRA DUTY 2014-15 CORRECTION</b>					
Bluel, Karen	Teacher	Valley	February 2, 2015	June 18, 2015	Extra Period
Crewe, Dominic	Teacher	Valley	February 2, 2015	June 18, 2015	Extra Period
Shimasaki, Darren	Teacher	Valley	February 2, 2015	June 18, 2015	Extra Period
Su, Jennifer	Teacher	Valley	February 2, 2015	June 18, 2015	Extra Period
<b>SPRING SPORTS 2014-15</b>					
Alonzo, Yvonne	Head Coach	Segerstrom	2014-15		Softball
Canzone, Nick	Assistant Coach	Segerstrom	2014-15		Football
Cohen, Jason	Head Coach	Segerstrom	2014-15		Volleyball (Boys)
Echaves, Michael	Head Coach	Segerstrom	2014-15		Track
Fairley, Megan	Assistant Coach	Segerstrom	2014-15		Tennis (Boys)
Fredericksen, Timothy	Assistant Coach	Segerstrom	2014-15		Swimming
Kimmons III, Herbert	Head Coach	Segerstrom	2014-15		Tennis (Boys)

Mark A. McKinney, Associate Superintendent, Human Resources

**Personnel Calendar**  
**Board Meeting - March 10, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>SPRING SPORTS 2014-15 (Continued)</b>					
Maceranka, Michael	Head Coach	Segerstrom	2014-15		Football
Salway, Andrew	Head Coach	Segerstrom	2014-15		Swimming
Stevenson, Neil	Assistant Coach	Segerstrom	2014-15		Track
Tagalao, Joseph	Assistant Coach	Segerstrom	2014-15		Baseball
Vu, Lan	Assistant Coach	Segerstrom	2014-15		Track

Mark A. McKinney, Associate Superintendent, Human Resources

**AGENDA ITEM REQUESTS  
 CERTIFICATED  
 2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
After/Before School Tutoring - Hoover	Hoover	Title I	\$5,000	April 13, 2015
Before/After School Tutoring Program	Santiago	Title I	\$8,000	March 11, 2015
Data Driven Planning - Spring	Saddleback	Title I	\$8,000	March 11, 2015
GATE and Honors Teacher Meetings	Esqueda	Title I	\$1,500	March 16, 2015
Professional Development Instructor - Certificated	Willard	CORE	\$5,000	March 11, 2015
Professional Development Instructor - Counselors	Willard	CORE	\$2,500	March 11, 2015
Professional Development Instructor - TOSA	Willard	CORE	\$2,500	March 11, 2015
Professional Development Participant - TOSA	Willard	CORE	\$1,000	March 11, 2015
Professional Development Participant - Certificated	Willard	CORE	\$10,000	March 11, 2015
Professional Development Participant - Counselors	Willard	CORE	\$2,500	March 11, 2015
Professional Development Participant - Speech Language Pathologist	Willard	CORE	\$500	March 11, 2015
School Renewal Workshop (Translation)	Educational Services/ School Renewal	LCAP	\$500	March 16, 2015
Social Skills Group	Heroes	Title I	\$3,000	March 11, 2015
Staff Development	Davis	Title I	\$2,000	March 11, 2015
Staff Development	Davis	Title I	\$1,008	March 11, 2015
Staff Development	Davis	Title I	\$713	March 11, 2015

**Board Meeting  
 March 10, 2015**



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 10, 2015**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>RESIGNATIONS</b>						
Acosta-Licea, Jennifer	SSP Sp. Ed.	Godinez	February 20, 2015			Personal - 2 years, 5 months
Alvarez, Olga	Speech & Language Pathology Assistant	Speech Dept.	February 24, 2015			Personal - 4 years, 11 months
Bueno, Rocio	Fd. Svc. Wkr.	Villa	January 7, 2015			Personal - 10 years, 11 months
Bulfinch, Amanda	Site Clerk	Century	February 6, 2015			Personal - 3 years, 4 months
De La Torre, Noemi	SSP Sp. Ed.	Pio Pico	February 20, 2015			Personal - 1 year, 10 months
Dos Santos, Bruce	User Services Analyst I	ITC	February 20, 2015			Personal - 1 year, 7 month
Godinez, Jorge	Account Technician	Accounting Dept.	February 19, 2015			Personal - 16 years, 6 months
Jagodnik, Martin	Maint. Wkr. II	Bldg. Svcs.	December 16, 2014			15 years, 2 months
Orozco-Enriquez, Evangelina	SSP Sp. Ed.	Lincoln	December 19, 2014			Personal - 2 months
Zamora III, Jesse	Site Coordinator	Mendez	February 20, 2015			Personal - 2 months

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 10, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>39 MONTH REEMPLOYMENT (100 Day Differential Ended)</b>						
Mosley, Patricia	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	February 25, 2015			
Perez, Albert	Instr. Asst. Sev. Dis. Program	Transition Program	February 11, 2015			
Rosales, Joe	Custodian	Bldg. Svcs.	February 11, 2015			
Valle, Edward	Autism Paraprofessional	Remington	February 18, 2015			
<b>ABSENCES (3 to 20 duty days) - Without Pay</b>						
LaPlaca, Jami	Autism Paraprofessional	Washington	February 9, 2015	March 18, 2015		Personal
Machado-Diaz, Luciana	Site Clerk	Saddleback	February 11, 2015	February 24, 2015		Personal
Macias, Ana	Autism Paraprofessional	Mitchell	February 9, 2015	March 10, 2015		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Campos, Ashley	School Police Officer	School Police	March 18, 2015		40/1	
Chavez-Luis, Jennifer	After School IP	After School Programs	February 10, 2015		16/1	
Correa, Susan	Site Clerk	Heroes	March 11, 2015		20/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 10, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Kim, Annie	Occupational Therapist	Speech Dept.	February 19, 2015		56/5	
Perez, Jennifer	Site Clerk	IMC	March 11, 2015		24/1	
Zelaya, Diana	SSP Sp. Ed.	Godinez	February 18, 2015		19/1	
<b>PROMOTIONAL APPOINTMENT</b>						
Aceves, Aldo	Parent Trainer	ECE	March 11, 2015		40/1	
<b>REASSIGNMENTS</b>						
Arrieta, Stephanie	SSP Sp. Ed.	Heninger	February 17, 2015		19/1	From Roosevelt to Heninger
Avalos, Gloria	Fd. Svc. Wkr.	MacArthur	February 20, 2015		11/1	From Segerstrom to MacArthur
Diaz, Elizabeth	After School IP	Carver	February 20, 2015		16/1	From Itinerant to Carver
Maciel, Elizabeth	Sch. Off. Asst. Sec.	Century	March 11, 2015		24/1	From Site Clerk to School Office Assistant Sec.

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

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - March 10, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b>						
Carranza, Eric	Plant Custodian Elem.	Heninger	February 3, 2015	February 19, 2015	28/1	
Cobian de Rubio, Margarita	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	January 1, 2015	February 28, 2015	15/6	
Dorado, Raul	Plant Cust. Elem.	Bldg. Svcs.	February 26, 2015	March 3, 2015	28/5	
Miranda, Matias	Plant Cust. Elem.	Bldg. Svcs.	February 26, 2015	March 2, 2015	28/4	
Najera, Marisela	Comm. Family Outreach Liaison	Santa Ana	February 21, 2015	March 30, 2015	36/2 + Bil.	
Quintero Rodelo, Roberto	Maint. Wkr. I	Bldg. Svcs.	March 1, 2015	March 31, 2015	26/6	
<b>EXTRA DUTY</b>						
Cervantes, Jesus	Job Coach Sp. Ed.	Transition Program	January 5, 2015	June 30, 2015		10 days or 39 hours max
<b>ACTIVITY SUPERVISORS</b>						
Bock, Marla	Activity Supervisor	Heroes	February 17, 2015		10/1	
Ceja, Fernando	Activity Supervisor	Century	March 2, 2015		10/1	
<b>HOURLY APPOINTMENTS</b>						
Flores, Evelyn	Instr. Provider	Century	February 23, 2015		16/1	
Merino, Jennifer	Instr. Provider	Valley	February 18, 2015		16/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 10, 2015**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>SUBSTITUTES</b>						
Berumen, Kenny	Fd. Svc. Wkr.		February 18, 2015		11/1	
De La Paz Hernandez, David	Fd. Svc. Wkr.		February 18, 2015		11/1	
Simpson, Lydia	Child Dev. Teacher		January 30, 2015		\$105	
Sosa, Vanessa	Clerical		February 24, 2015		20/1	
Vargas, David	Groundskeeper		February 23, 2015		23/1	

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

**AGENDA ITEMS REQUESTS  
CLASSIFIED  
2014-15 School Year**

Board Meeting  
Minutes  
March 10, 2015

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE DATE
CTE/ROP (Ratification)	CTE/ROP	ROP Funding	\$2,000	February 10, 2015
Extra Duty (Ratification)	Mitchell	Special Education	\$157	July 1, 2014
Extra Duty for Food Service Field Supervisor (Ratification)	Civic Center Events - Fremont	Civic Center	\$1,500	November 24, 2014
Extra Duty - Interpreters (2 hours) (Ratification)	Support Services	Special Education	\$5,378	February 9, 2015
LCAP - Office Assistants/Clerical Support (Ratification)	Communication Office	LCAP	\$7,500	March 3, 2014
School Renewal Workshop (Child Care)	Educational Services	LCAP	\$500	March 16, 2015
School Renewal Workshop (Translation)	Educational Services	LCAP	\$500	March 16, 2015
STEM/STEAM, VAPA, PBL District Rube Goldberg Event	Educational Services	Title I	\$180	June 3, 2015
STEM/STEAM, VAPA, PBL District Rube Goldberg Event	Educational Services	Title I	\$135	June 3, 2015

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# Exhibit A

EXHIBIT A

Recognized Obligation Payment Schedule (ROPS 15-16A) - Notes

July 1, 2015 through December 30, 2015

Item #	Notes/Comments
2	Total outstanding debt or obligation amount increased to \$150,000 to appropriately reflect the remaining number of years on the debt service payments and the annual cost of the continuing disclosure
6	Total outstanding debt or obligation amount increased to \$75,000 to appropriately reflect the remaining number of years on the debt service payments and the annual cost of the continuing disclosure
20	Please note that this obligation is not yet retired. The Successor Agency has not been able to make any repayments as the ROPS residual pass-through payments distributed to taxing entities in the 2012-13 base year has been higher than the ROPS residuals amounts distributed to taxing entities in FY 2013-14 and FY 2014-15.
26	Total outstanding debt or obligation amount adjusted to reflect correct balance of \$2,496,972. Most likely, the term of the OPA will expire/terminate before reaching the maximum amount of the obligation is reached.
45	Finding of Completion was issued on November 26, 2014. Therefore, the balance on the 2003 Bond proceeds is \$2,477,155 as of 12/31/14.
70	Due to delays on the part of the developer, the completion of the DDA is not anticipated until December 2015 or longer. Therefore, the total outstanding debt or obligation amount reflects the estimated amount we expect as of June 30, 2015. However, this amount is only a projection as the current ROPS period has not ended and is subject to change pending further unanticipated circumstances.
71	Due to delays on the part of the developer, the completion of the DDA is not anticipated until December 2015 or longer. Therefore, the total outstanding debt or obligation amount reflects the estimated amount we expect as of June 30, 2015. However, this amount for project costs is only a projection as the current ROPS period has not ended and is subject to change pending further unanticipated circumstances.
86	FY 15/16 is the last year this Lacy Housing Fund is required pursuant to the Settlement Agreement dated April 18, 2011. The agreement requires that at the beginning of each fiscal year in July, \$200,000 must be made available in this fund to provide loans for eligible homeowners in the Lacy Neighborhood. Although DOF has denied this item on prior ROPS, the Successor Agency continues to disagree with DOF's position and believes that an administrative cost allowance shall be remitted to the housing successor entity that assumed the former RDA's housing obligations pursuant to AB 471. Request is for the minimum \$150,000 allowable per fiscal year, for FY 15/16.
129	Demands from taxing entities for statutory pass-through payments triggered by former Redevelopment Agency's Ordinance No. NS-2809 to eliminate the time limit for incurring indebtedness for two component project areas: Central City and Inter-City, retroactive to FY 04/05 - FY 10/11



EXHIBIT A

Recognized Obligation Payment Schedule (ROPS 1E-1E) - ROPS Detail  
July 1, 2018 through December 31, 2015  
(Payment Amounts in Whole Dollars)

Item #	A	B	C	D	E	F	G	H	I	J	K				N	O				
											L	M	P	Q						
											ROPS Detail									
												Non-Refunding Property Tax Trust Fund								
												Refunding	Other Funds	Admin	Total					
1	Request Home / Debt Origination	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement
2	Request Home / Debt Origination	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement
3	Request Home / Debt Origination	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement	Contract Agreement
											412,874	25,000	1,300	5,000	423,174					
											412,874	25,000	1,300	5,000	423,174					
											75,000	150,000	10,000	200,000	325,000					
											150,000	150,000	10,000	310,000	310,000					
											150,000	150,000	10,000	310,000	310,000					
											150,000	150,000	10,000	310,000	310,000					
											150,000	150,000	10,000	310,000	310,000					
											150,000	150,000	10,000	310,000	310,000					

EXHIBIT A

**Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail**  
July 1, 2015 through December 31, 2015  
(Report Amounts in Whole Dollars)

Item #	Project Name / Debt Obligation Through Payment	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Execution Date	Payee	Debt Description	Period Area	Total Outstanding Debt or Obligation	Period	Funding Source				S - Month Year
										Bond Proceeds	Finance Obligation	Other Funds	Non-Adverse	
141	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	OC Department of Education	Unfunded HSC 336077 Pans Through Payment	2015	19,480	N					
142	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	City of Santa Ana	Unfunded HSC 336077 Pans Through Payment	2015	248,621	N					
143	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	OC Board Control District 1	Unfunded HSC 336077 Pans Through Payment	2015	85,718	N					
144	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	OC, Maricopa, Specimen & Parks, C&A, W	Unfunded HSC 336077 Pans Through Payment	2015	21,507	N					
145	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	OC Sanitation District #7	Unfunded HSC 336077 Pans Through Payment	2015	21,262	N					
146	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	OC Cemetery Fund	Unfunded HSC 336077 Pans Through Payment	2015	2,475	N					
147	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	OC Western Control District	Unfunded HSC 336077 Pans Through Payment	2015	692	N					
148	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	OC Water District Perris	Unfunded HSC 336077 Pans Through Payment	2015	1,254	N					
149	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	OC Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	1,254	N					
150	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Santa Ana Unified School District	Unfunded HSC 336077 Pans Through Payment	2015	3,824	N					
151	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	444,791	N					
152	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	43,258	N					
153	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	48,296	N					
154	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
155	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
156	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
157	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
158	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
159	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
160	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
161	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
162	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
163	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					
164	Unfunded HSC 336077 Pans Through Payment	Microfinance	2/11/2015	6/30/2012	Thermal Authority	Unfunded HSC 336077 Pans Through Payment	2015	97,809	N					



**MEMORANDUM**

**To:** City of Santa Ana Redevelopment Successor Agency ("Successor Agency")  
**From:** Dolinka Group LLC, on behalf of Affected Taxing Entities  
**RE:** Unfunded Prior-Year Pass-Through Payments (ROPS 14-15B)  
**Date:** August 4, 2014

**Summary**

The Successor Agency and the below listed Affected Taxing Entities ("ATEs") have agreed to certain unfunded prior-year pass-through payments which are proposed to be included on Recognized Obligation Payment Schedule ("ROPS") 14-15B for review by the Successor Agency Oversight Board and Department of Finance. The following are the agreed to amounts:

Project Name/ Debt Obligation	Obligation Type	Payee	Description/ Project Scope	Total Outstanding Debt or Obligation
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	City of Santa Ana	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$963,528.22
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	County of Orange	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$334,831.67
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Flood Control District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$107,460.84
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Harbors Beaches and Parks CSA 26	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$83,062.20
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Sanitation #1	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$98,989.74
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Sanitation #2	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$17,821.18
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Sanitation #7	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$2,474.27
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange Co Cemetery Fund	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$2,701.17

**ATTACHMENT 1**

Minutes

March 10, 2015

August 4, 2014

Unfunded Prior-Year Pass-Through Payments (ROPS 14-15B)

Dolinka Group, LLC on behalf of Affected Taxing Entities

Page 2 of 5

Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange Co Vector Control District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$6,068.82
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange Co Water Dist-Water Reserve	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$608.03
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange County Transit Authority	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$15,250.60
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange County Water District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$29,403.51
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Santa Ana Unified School District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$1,638,455.62
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange Unified School District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$281,356.17
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Tustin Unified School District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$48,295.32
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Rancho Santiago Community College District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$406,563.48
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	South Orange County Community College District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$9,737.60
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Department of Education	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$106,797.80
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	ERAF	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$927,601.73
<b>Total</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>\$5,081,007.97</b>

ATTACHMENT 1



**SANTA ANA UNIFIED SCHOOL DISTRICT**

**COORDINATOR OF TECHNOLOGY INTEGRATION SERVICES**

**JOB SUMMARY:**

Under direction of the Director of Technology Innovation Services/designee is responsible for providing leadership in the planning, development, implementation, and administration of technology and services to support instructional services district wide, including educational computing systems, technical support services, software and hardware acquisition, and system design and installation. The Coordinator of Technology Integration Services provides support for planning, assessment and data collection of innovative projects and faculty professional development. In addition to these duties the Coordinator provides direct support for student technologies.

**REPRESENTATIVE DUTIES:**

- Provide information technology leadership to support instructional programs and services district wide. **E**
- Foster collaboration across functional areas to identify, develop and promote solutions to improve the excellence and continuity of District-wide programs and services to ensure student access and success. **E**
- Provide exceptional customer service and support for instructional systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Participate in ongoing development and implementation of learning models and analytics tools within specific programs. **E**
- Consult on and support technology projects, including deployment of online and blended courses via the District's Learning Management System. **E**
- Provide support and staff development for Instructional Technology Assistants to serve as academic support mechanism to teaching and learning needs of faculty and students at each school site. **E**
- Create a robust professional development system and provide support to faculty Professional Learning Networks around technology integration. **E**
- Facilitate the integration of technology usage by faculty in their classroom activities both online and face-to-face, serve as a technology coach for and team teacher with all level faculty, and advance the use of technology integration with Common Core. **E**

## **COORDINATOR OF TECHNOLOGY INTEGRATION SERVICES (CONTINUED)**

### **REPRESENTATIVE DUTIES: (continued)**

- Contribute to the development of the use of Mobile devices and tablets within the framework of the District plans to increase student learning and teaching strategies. **E**
- Elicit requirements using interviews, document analysis, requirements workshops, surveys, site visits, process descriptions, use cases, scenarios, process analysis, and task and workflow analysis. **E**
- Proactively communicate and collaborate with external and internal sources to analyze information needs and educational requirements. **E**
- Successfully engage in multiple initiatives simultaneously. **E**
- Work independently with administrators to define concepts and under direction of project managers. **E**
- Drive and challenge District and site administrator assumptions of how and when technology might be used to expand student access and support student achievement. **E**
- Strong analytical skills required, including a thorough understanding of how to interpret instructional needs and translate them into application and operational requirements. Assist with budget management and reports as required. **E**
- Excellent verbal and written communication skills and the ability to interact professionally with a diverse group of teachers, administrators, managers, and subject matter experts. **E**
- Develop requirements specifications according to standard templates, using natural language. **E**
- Collaborate with developers and subject matter experts to inform the implementation of the District's educational technology vision and analyze tradeoffs between usability and performance needs. **E**
- Be the liaison between the business units, technology teams support teams and teacher community. Work cooperatively and serve as a liaison between community members and outside agencies including District colleagues, parents, students, other staff members in the program. **E**
- Assist in implementation of a monitoring system for continuous assessment of progress toward program objectives, fiscal management, and services to students. **E**

**COORDINATOR OF TECHNOLOGY INTEGRATION SERVICES (CONTINUED)****REPRESENTATIVE DUTIES:** (continued)

- Maintain accurate records of program implementation to assure compliance and completion of reports. **E**
- Participate on committees when appropriate. **E**
- Attend conferences, meetings, and trainings appropriate to program operation. **E**
- Perform duties specifically related to the program to which assigned. **E**
- Create, implement, and evaluate program components for compliance with district, state and federal guidelines/standards. **E**
- Provide appropriate staff development to staff including teachers, administrators and classified staff. **E**
- Facilitate parent meetings and communication with community. **E**
- Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:****Knowledge of:**

- Strong knowledge of instructional technology tools for both online and regular courses.
- Strong Knowledge of multiple computing platforms, both Mac and PC.
- Oral and written communication skills.
- Strong knowledge of mobile computing tools and platforms including, Android, IOS, Mac, and PC operating systems.
- Strong knowledge of assessment tools and techniques.
- Knowledge of data reporting techniques.
- Board Policies and Administrative Regulations.
- Applicable sections of State Education Code.
- Effective staff development practices.
- Effective research-based instructional strategies and techniques.
- Monitoring and assessment techniques.
- Community cultures.
- Special programs.
- Needs of students of differing socioeconomic, ethnic and linguistic backgrounds.
- Social, cultural, linguistic diversity of District, city and communities.
- District organizational and operational systems.

## **COORDINATOR OF TECHNOLOGY INTEGRATION SERVICES (CONTINUED)**

### **KNOWLEDGE AND ABILITIES:** (continued)

#### **Ability to:**

- Ability to work in both team settings and alone.
- Organize and plan effectively.
- Lead discussions and make presentations.
- Communicate effectively orally and in writing.
- Prepare and maintain fiscal integrity of program budget.
- Maintain weekly plans as well as long-range goals and objectives.
- Work effectively with administration, teaching staff, parents, and community.
- Utilize district student information systems and databases and other computer record systems.
- Work effectively in multicultural and bilingual environments.
- Follow district guidelines for personnel and payroll functions.
- Perform essential functions of the job.

### **EDUCATION AND EXPERIENCE:**

- Bachelor's degree, Master's degree preferred, from an accredited institution and experience in a leadership position in education.
- At least five years' teaching or related experience.

### **LICENSES AND OTHER REQUIREMENTS:**

- Valid California teaching credential (required)
- Administrative Services Credential (preferred)

### **WORKING CONDITIONS:**

#### **ENVIRONMENT:**

- Office environment.
- Drive a vehicle to conduct work.

#### **PHYSICAL ABILITIES:**

- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to read a variety of materials and drive a vehicle.
- Sitting or standing for extended periods of time.
- Dexterity of hands and fingers to write and operate equipment.
- Bending at the waist, kneeling or crouching.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.



**COORDINATOR OF TECHNOLOGY INTEGRATION SERVICES (CONTINUED)**

Reasonable accommodation may be made to enable a person with a disability to perform the essential duties of the job with or without reasonable accommodation.

Board Approved: 3/10/15

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

MINUTES

SPECIAL STUDY SESSION  
SANTA ANA BOARD OF EDUCATION

March 17, 2015

CALL TO ORDER

The meeting was called to order at 6:10 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua, Mr. Richardson, and Mr. Hernández. Ms. Iglesias was absent.

Cabinet members present were Dr. Miller, Dr. Phillips, Dr. Haglund, Mr. McKinney, Ms. Lohnes, Mr. Dixon, Ms. Miller, and Dr. Rodriguez.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Mr. Dixon, Assistant Superintendent, Facilities and Governmental Relations.

PUBLIC PRESENTATIONS

There were no individuals wishing to address the Board.

Board President Palacio began the discussion by asking Mr. Dixon, Assistant Superintendent, Facilities and Governmental Relations to lead the discussion. Dr. Miller provided an outline on the discussion items.

**DISCUSSION ITEMS:**

- 1.0 HISTORY AND STRUCTURE OF DEVELOPER FEES
- 2.0 HISTORY AND STRUCTURE OF EMERGENCY REPAIR PROGRAM (ERP)
- 3.0 UPDATE ON VALLEY SPORTS COMPLEX
- 4.0 CAPITAL FACILITIES PLANNING

Following discussions and after hearing Board comments, Board President Palacio asked that staff prioritize projects and return in April with a layout of options.

**ADJOURNMENT**

There being no further business to come before the Board, the Board meeting was adjourned by Mr. Palacio at 9:39 p.m.

The next Regular Meeting will be held on Tuesday, March 24, 2015, at 6:00 p.m.

ATTEST:

\_\_\_\_\_  
Rick Miller, Ph.D.  
Secretary  
Santa Ana Board of Education

**AGENDA ITEM BACKUP SHEET****March 24, 2015****Board Meeting**

**TITLE:** **Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests**

**ITEM:** **Consent**

**SUBMITTED BY:** **David Haglund, Ed.D., Deputy Superintendent, Educational Services**

**PREPARED BY:** **David Haglund, Ed.D., Deputy Superintendent, Educational Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board acceptance of gifts, grants, and bequests on behalf of school sites and the District. For purposes of determining the estimated value of a gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

**RATIONALE:**

The Board may accept any bequest or gift of money or property on behalf of the District. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to provide equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. At the Superintendent or designee's discretion, a gift may be used at a particular school.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Accept gifts in accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests.

SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - March 24, 2015

School:	Gift:	Amount:	Donor:	Used for:
Lincoln Elementary		\$2,000	Vista Verde Foundation Mr. Jeff Kaufman Irvine	Student incentives and instructional supplies
Lincoln Elementary		\$1,305	Lincoln PTA Mrs. Maria Sedano Santa Ana	Field trip expenses
Valley High School	Aficio 1075 Digital Copier/Printer machine. Company will be providing maintenance and replacemnt cartiridges for life of machine	\$3,900	Advanced Office Services Mr. Tony Napoli Digital Systems Consultant Santa Ana	Copier/printer will be used for classroom instruction
Valley High School	Eight vehicle tires of varies sizes. These tires have exceeded their safety time frame and should not be used on the road	\$3,438	Mr. Donnie Crevier Costa Mesa	Students learning in automotive shop will experience hands on experience mounting and dismounting tires
Valley High School	New BMW Engine	\$6,167	Mr. Donnie Crevier Costa Mesa	Students learning in automotive shop will experience automotive repairs
Valley High School	1995 Mercedes C220	\$1,000	Mercedes Benz of Foothill Ranch Ms. Jodie Robinson Laguna Niguel	Vehicle will be used for student instruction in automotive shop
Pupil Support Services	250 student backpacks with hygiene products, snacks and school supplies	\$3,987	Feed the Children, Inc. Ms. Erin Carlstrom Procurement Manager Oklahoma City, OK	Mc Kinney-Vento Homeless Children and Youth
<b>March 24, 2015 donations</b>		<b>\$21,797</b>		
<b>2015 Total donations</b>	<b>\$100,841</b>	<b>\$122,638</b>		

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

DH:lr

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

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

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Dawn Miller, Assistant Superintendent, Secondary Education**

**PREPARED BY:** **Dawn Miller, Assistant Superintendent, Secondary Education**

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
RECOMMENDED FOR APPROVAL - March 24, 2015

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
April 6-11, 2015 (Monday - Saturday)	MacArthur Fundamental Intermediate School 8 <sup>th</sup> Grade Student Tour Smithsonian Institute, Arlington Cemetery, Mount Vernon, Gettysburg, & more. Washington DC	\$1,870.00 per student (s) (cost paid by donations & fundraising)	37	16
April 10-11, 2015 (Friday - Saturday)	Valley High School Goodguys Del Mar National Del Mar Fairgrounds Del Mar	\$155.00 per student (s) (cost paid by High School, Inc. & ROP)	10	1
April 10-12, 2015 (Friday - Sunday)	Valley High School CampMed at UCI Lazy W. Ranch San Juan Capistrano	\$102.50 per student (s) (cost paid by High School, Inc.)	8	1
April 18-19, 2015 (Friday - Sunday)	Educational Services GIRLS Academy Sierra Preparatory Academy Santa Ana	\$102.50 per student (s) (cost paid by Kappa Kappa Gamma Sorority)	60	6
May 1-3, 2015 (Friday - Sunday)	Santa Ana High School 33 <sup>rd</sup> Annual Southwest Dance Movement and Acro-Sports Workshop Palm Springs Convention Center Palm Springs	\$150.00 per student (s) (cost paid by ASB Dance)	59	6
May 1-3, 2015 (Friday - Sunday)	Valley High School 33 <sup>rd</sup> Annual Southwest Dance Movement and Acro-Sports Workshop Palm Springs Convention Center Palm Springs	\$205.00 per student (s) (cost paid by ASB Dance)	40	4

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

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 18-21, 2015 (Thursday - Sunday)	Santa Ana High School HOBY Leadership Conference Chapman University Orange	\$150.00 per student (s) (cost paid by General funds)	1	1
June 20-27, 2015 (Saturday - Saturday)	Santa Ana High School 78 <sup>th</sup> Annual Boys State Leadership Conference CSU Sacramento	\$420.00 per student (s) (cost paid by General funds)	1	1
June 22-27, 2015 (Monday - Saturday)	Godinez Fundamental High School Foreign Language Trip to Canada Tour of QueBec City and Montreal Canada	\$1,759.00 per student (s) (cost paid by student)	30	3
June 28-July 3, 2015 (Sunday - Friday)	Godinez Fundamental High School 72 <sup>nd</sup> Annual girls State Leadership Conference McKenna College Claremont	\$400.00 per student (s) (cost paid by General funds)	1	1
June 28-July 3, 2015 (Sunday - Friday)	Santa Ana High School 72 <sup>nd</sup> Annual girls State Leadership Conference McKenna College Claremont	\$400.00 per student (s) (cost paid by General funds)	1	1

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



## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for MacArthur Fundamental Intermediate School students to participate in the 8<sup>th</sup> Grade Student Tour to Washington D.C. The trip will be April 6-11, 2015.
- OVERVIEW:** MacArthur Fundamental Intermediate is requesting 8<sup>th</sup> grade students to participate in an extended field trip to Washington D.C. and New York.
- RATIONALE:** This extended field trip will provide students with an exceptional enrichment opportunity to experience hands on social studies in a living classroom. Students will visit historical locations in the Washington, D.C. area. Including a trip to Gettysburg, participate in guided experiences at various museums, and learn about the various historical events that are instrumental to learning about the birth of our nation. These exercises align with content from 8th grade social studies standards and the overall intent of our recently adopted Common Core standards. In short, this unique experience will serve to enrich the overall education of our students and is likely to foster a deep interest in history for years to come.
- PARTICIPANTS:** 37 students and 16 chaperones (3 certificated and 13 classified).
- COSTS:** \$1,870 per student – To include tours, educational materials, lodging, meals, and travel.
- FUNDING:** Cost paid by fundraising and donations.
- RECOMMENDATION:** Approve the request of the extended field trip for MacArthur Fundamental Intermediate School students to participate in the MacArthur Fundamental Intermediate School 8<sup>th</sup> Grade Student Tour to Washington D.C. on April 6-11, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Valley High School students to participate in the Goodguys Del Mar National Competition at the Del Mar Fairgrounds. The trip will be April 10-11, 2015.
- OVERVIEW:** Valley High School is requesting their students to participate in the Goodguys Del Mar National Competition at the Del Mar Fairgrounds.
- RATIONALE:** 10 students will be participating in a. Automotive Engine Competition held in Del Mar CA, April 11, 2015 Hosted by Hot Rodders of Tomorrow. Two teams of 5 students will demonstrate their problem-solving, critical-thinking, and collaborative skills. As the event it-self resembles the tear down between rounds at a drag race. Students must properly disassemble the engine using hand tools only with proper de-torque and disassembly procedure. The cam and crank remain in the block. The team then returns behind their bench and when approved, begin working to reassemble once again with the correct assembly procedure and torque specs, all while behind viewed by judges and spectators. Time added penalties for dropped components, improper disassembly, assembly, sportsman ship, etc. will be added to ensure correct assembly. The engine when reassembled should fire up and run if gas, water, and oil were added. The team with the fastest time including penalty minutes wins.
- PARTICIPANTS:** 10 students and 1 chaperones (1 certificated).
- COSTS:** \$155 per student – To include tours, educational materials, lodging, meals, and travel.
- FUNDING:** Cost paid by High School, Inc. and ROP.
- RECOMMENDATION:** Approve the request for Valley High School students to participate in the Goodguys Del Mar National Competition at the Del Mar Fairgrounds on April 10-11, 2015.

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for Valley High School students to attend CampMed hosted by the University of California, Irvine, a 3-day medical Camp at Lazy W. Ranch Camp in San Juan Capistrano. The trip will be April 10-12, 2015.
<b><u>OVERVIEW:</u></b>	Valley High School is requesting their students to attend CampMed at Lazy W. Ranch Camp in San Juan Capistrano.
<b><u>RATIONALE:</u></b>	CampMed at DCI is a student-run, high school outreach organization that encourages high school students with low SES to pursue higher education. During the spring, we invite students from Title I high schools (Estancia, Westminster, Los Amigos and Santa Ana Valley HS) to attend a three-day camp, cost-free. The field trip will be held at Lazy W Ranch campsite on Friday, April 10-Sunday, April 12, 2015. The camp is designed to expose students to various healthcare professions, provide a network of like-minded students, and assist them in developing basic medical skills and confidence in their abilities to reach their goals. They will be able to participate in a variety of workshops and have the opportunity to network with healthcare professionals. These experiences will hopefully encourage the students to pursue higher education in any field they are interested in.
<b><u>PARTICIPANTS:</u></b>	8 students and 1 chaperones (1 certificated).
<b><u>COSTS:</u></b>	\$102.50 per student – To include lodging, meals, and travel.
<b><u>FUNDING:</u></b>	Cost paid by High School, Inc.
<b><u>RECOMMENDATION:</u></b>	Approve the request for Valley High School students to attend CampMed hosted by the University of California, Irvine, a 3-day medical Camp at Lazy W. Ranch Camp in San Juan Capistrano on April 10-12, 2015.

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for Educational Services to have various intermediate students attend the GIRLS Academy at Sierra Preparatory Academy in Santa Ana. The trip will be April 18-19, 2015.

**OVERVIEW:** Educational Services is requesting various intermediate students to attend GIRLS Academy at Sierra Preparatory Academy.

**RATIONALE:** GIRLS Academy is a one-and-a-half day leadership retreat tailored to grades 6-8. Girls will have the opportunity to make new friends, play interactive games, and learn more about themselves and their leadership talents, STEM careers, and participating in a school service project.

Participants will:

- Learn basic leadership concepts of decision making and accountability
- Reflect broadly on the significance of leadership in everyday circumstances
- Evaluate personal leadership styles using social behavior assessment tools
- Explore how values impact behavior as a leader and participating in group settings
- Practice ethical decision-making in personal and leadership situations
- Develop appropriate risk-taking strategies to encourage creative leadership
- Have opportunities to benefit from mentoring activities with collegiate women

**PARTICIPANTS:** 60 students and 6 chaperones (4 certificated and 2 classified).

**COSTS:** \$60 per student – To include lodging, meals, and travel.

**FUNDING:** Cost paid by Kappa Kappa Gamma Sorority at Chapman University.

**RECOMMENDATION:** Approve the request for Educational Services to have various intermediate students attend the GIRLS Academy at Sierra Preparatory Academy in Santa Ana on April 18-19, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Santa Ana High School students to attend the 33<sup>rd</sup> Annual Southwest Dance Movement and Acro-Sports Workshop at the Palm Springs Convention Center in Palm Springs. The trip will be May 1-3, 2015.
- OVERVIEW:** Santa Ana High School is requesting their students to attend the 33<sup>rd</sup> Annual Southwest Dance Movement and Acro-Sports Workshop in Palm Springs.
- RATIONALE:** This conference offers a wide range of standards-based curriculum that will enrich student learning and challenge their skills of critical thinking.
- Objectives**
- Students will study a variety of cultural dance styles. (Afro-Caribbean, Greek, Middle Eastern, Flamenco, or Folk)
  - Students will take classes in alternate movement vocabularies. (Yoga, Tai Chi, Stretch I Strengthening, Pilates, Athletic training)
  - Students will explore new methods, techniques, and historical dance forms.
- Rationale**
- Students can study a variety of different dance genres from outstanding teachers in the fields of Ballet, Modern, Hip Hop, Multi-Cultural, Lyrical, and Jazz techniques.
  - To encourage and inspire team collaboration and unity among students.
- Follow Up**
- To bring back a wide range and variety of dance information and choreographic material for use in the dance program and to share with other students.
- PARTICIPANTS:** 59 students and 6 chaperones (3 certificated and 3 classified).
- COSTS:** \$150 per student – To include lodging, meals, and travel.
- FUNDING:** Cost paid by ASB Dance.
- RECOMMENDATION:** Approve the request for Santa Ana High School students to attend the 33<sup>rd</sup> Annual Southwest Dance Movement and Acro-Sports Workshop at the Palm Springs Convention Center in Palm Springs on May 1-3, 2015.

## Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Valley High School students to attend the 33<sup>rd</sup> Annual Southwest Dance Movement and Acro-Sports Workshop at the Palm Springs Convention Center in Palm Springs. The trip will be May 1-3, 2015.
- OVERVIEW:** Valley High School is requesting their students to attend the 33<sup>rd</sup> Annual Southwest Dance Movement and Acro-Sports Workshop in Palm Springs.
- RATIONALE:** This conference offers a wide range of standards-based curriculum that will enrich student learning and challenge their skills of critical thinking.
- Objectives**
- Students will study a variety of cultural dance styles. (Afro-Caribbean, Greek, Middle Eastern, Flamenco, or Folk)
  - Students will take classes in alternate movement vocabularies. (Yoga, Tai Chi, Stretch I Strengthening, Pilates, Athletic training)
  - Students will explore new methods, techniques, and historical dance forms.
- Rationale**
- Students can study a variety of different dance genres from outstanding teachers in the fields of Ballet, Modern, Hip Hop, Multi-Cultural, Lyrical, and Jazz techniques.
  - To encourage and inspire team collaboration and unity among students.
- Follow Up**
- To bring back a wide range and variety of dance information and choreographic material for use in the dance program and to share with other students.
- PARTICIPANTS:** 40 students and 4 chaperones (3 certificated and 1 classified).
- COSTS:** \$150 per student – To include lodging, meals, and travel.
- FUNDING:** Cost paid by ASB Dance.
- RECOMMENDATION:** Approve the request for Valley High School students to attend the 33<sup>rd</sup> Annual Southwest Dance Movement and Acro-Sports Workshop at the Palm Springs Convention Center in Palm Springs on May 1-3, 2015.

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for Santa Ana High School to have one student participate in the Hugh O'Brien Youth (HOBY) Leadership Conference at Chapman University in Orange, California. The trip will be June 18-21, 2015.

**OVERVIEW:** Santa Ana High School is requesting authorization for one student to participate in the HOBY Leadership Conference at Chapman University.

**RATIONALE:** The HOBY Leadership Conference allows students to organize their leadership talents and apply them in becoming effective, ethical leaders in their home, school, and community. Selected students participate in hands-on leadership activities, meet leaders in their state, and explore their own personal leadership skills while learning how to lead others and make a positive impact in their community.

**PARTICIPANTS:** 1 student and 1 chaperone (Tisha More – HOBY representative).

**COSTS:** \$150 per student – To include lodging, meals, and travel

**FUNDING:** General funds

**RECOMMENDATION:** Approve the request of the extended field trip for Santa Ana High School to have one student participate in the Hugh O'Brien Youth (HOBY) Leadership Conference at Chapman University in Orange, California on June 18-21, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for a Santa Ana High School student to attend the 78<sup>th</sup> Annual Boys State Leadership Conference at California State University (CSU), Sacramento. The trip will be on June 20-27, 2015.
- OVERVIEW:** Santa Ana High School is requesting approval for 1 student to go to the 78<sup>th</sup> Annual Boys State Leadership Conference in Sacramento, California.
- RATIONALE:** One exceptional male delegate is selected to attend the conference at the end of his junior year. This is a nationally recognized program with a mission for participants to learn about city, county, and state government structure and responsibilities.
- PARTICIPANTS:** 1 student and 1 chaperone (Jess Lawson, conference trip supervisor at Leadership Conference).
- COSTS:** \$420.00 per student - To include lodging, meals, and auto
- FUNDING:** General funds
- RECOMMENDATION:** Approve the request of the extended field trip for a Santa Ana High School student to attend the 78<sup>th</sup> Annual Boys State Leadership Conference at California State University, Sacramento on June 20-27, 2015.



## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Godinez Fundamental High School students to participate in a Foreign Language Trip to Canada to tour QueBec City and Montreal. The trip will be June 22-27, 2015.
- OVERVIEW:** Godinez Fundamental High School is requesting their Foreign Language students to participate in a tour of Canada.
- RATIONALE:** Students who study French in Santa Ana have nearly no opportunities to use their knowledge of the language outside of the French classroom. The French restaurants that operate here are not run either by French owners or French speakers. This trip would provide an opportunity for our students to use their French language skills in a true Francophone culture, while simultaneously providing a French cultural experience. Prior trips to Tahiti and France, while valuable were largely out of reach in terms of cost. This trip to Canada carries a much smaller price tag and, for that reason, is expected to draw a larger number of participants. Students who make this trip should improve their ability to use French in everyday practical life, improve their speed and understanding of the language, and observe first-hand the differences between French and English approaches to expressing oneself. All of this will be accomplished through services provided by Explorica, Inc, of Boston, MA, a company that routinely sends hundreds of students on educational tours to Canada. This company allows flexibility of itinerary, and covers virtually all details of the tour: flights to Canada, hotels, bus transportation by land, and meals. This company was chosen, in particular, because of their extensive experience with American students in Canada.
- PARTICIPANTS:** 30 students and 3 chaperones (3 certificated).
- COSTS:** \$1,759 per student – To include tours, educational materials, lodging, meals, and travel.
- FUNDING:** Cost paid by student.
- RECOMMENDATION:** Approve the request of the extended field trip for Godinez Fundamental High School students to participate in a Foreign Language Trip to Canada to tour QueBec City and Montreal on June 22-27, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for a Godinez Fundamental High School student to attend the 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California. The trip will be on June 28-July 3, 2015.
- OVERVIEW:** Godinez Fundamental High School is requesting approval for 1 student to attend to 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California.
- RATIONALE:** For 72 years, girls have traveled to the Girls State Leadership Conference, each summer in every state, to learn not only about the structure and responsibilities of state government, but also about themselves. Delegates learn about the importance of meaningful participation on all levels: city, county, and state by living for a week as a self-governing citizen.
- PARTICIPANTS:** 1 student and 1 chaperone (Valarie Hardy-program director at State Leadership Conference).
- COSTS:** \$400.00 per student - To include lodging, meals, and auto
- FUNDING:** General funds
- RECOMMENDATION:** Approve the request of the extended field trip for a Godinez Fundamental High School student to attend the 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California on June 28-July 3, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for a Santa Ana High School student to attend the 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California. The trip will be on June 28-July 3, 2015.
- OVERVIEW:** Santa Ana High School is requesting approval for 1 student to attend to 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California.
- RATIONALE:** For 72 years, girls have traveled to the Girls State Leadership Conference, each summer in every state, to learn not only about the structure and responsibilities of state government, but also about themselves. Delegates learn about the importance of meaningful participation on all levels: city, county, and state by living for a week as a self-governing citizen.
- PARTICIPANTS:** 1 student and 1 chaperone (Valarie Hardy-program director at State Leadership Conference).
- COSTS:** \$400.00 per student - To include lodging, meals, and auto
- FUNDING:** General funds
- RECOMMENDATION:** Approve the request of the extended field trip for a Santa Ana High School student to attend the 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California on June 28-July 3, 2015.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

**ITEM:** Consent

**SUBMITTED BY:** Doreen Lohnes, Assistant Superintendent, Support Services

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

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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

# Recommendations for Expulsions

Board Meeting: March 24, 2015

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	357070	Lathrop/6	A, B	2A	Special Education	03/24/16
2	344120	Saddleback/11	C	2A	Community Day HS	03/24/16
3	357624	Walker/5th	C	2A	County	03/24/16

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

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>(A) Caused, attempted, or threatened to cause physical injury</li> <li>(B) Possessed, sold, furnished a weapon, dangerous object, explosives</li> <li>(C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).</li> <li>(D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance</li> <li>(E) Committed or attempted to commit robbery or extortion</li> <li>(F) Caused or attempted to cause damage to school or private property</li> <li>(G) Stole or attempted to steal school or private property</li> <li>(H) Possessed or used tobacco or tobacco products</li> <li>(I) Committed an obscene act or engaged in habitual profanity or vulgarity</li> <li>(J) Possessed, offered, or arranged to sell paraphernalia</li> <li>(K) Disrupted school activities or willfully defied valid authority</li> <li>(L) Knowingly received stolen school or private property</li> <li>(M) Possessed an imitation firearm</li> </ul> | <ul style="list-style-type: none"> <li>(N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4</li> <li>(O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purpose of either preventing that student by being a witness or retaliating against that student by being a witness</li> <li>(P) Offering to sell or selling SOMA</li> <li>(Q) Hazing</li> <li>(R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel</li> <li>(T) Aids or abets in physical injury</li> <li>(.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity</li> <li>(.3) Engaged in hate crime (Grades 4-12 only)</li> <li>(.4) Harassment, threat, intimidation (Grades 4-12 only)</li> <li>(.7) Terrorist threats against school officials, school property or both</li> </ul> |
|--|---|

## EXPULSION RECOMMENDATIONS

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

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2014-15 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:** **Doreen Lohnes, Assistant Superintendent, Support Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of payment and reimbursement of costs incurred for related services for students with disabilities.

**RATIONALE:**

In accordance with the students' Individualized Education Program (IEP) the parties on the attached list require reimbursement for related services or participated in a resolution session, settlement conference and/or mediation following the filing of a due process hearing and agreed to resolve the dispute by reimbursing those applicable for costs incurred.

**FUNDING:**

Special Education: Not to Exceed \$ 4,773

**RECOMMENDATION:**

Approve the payment and reimbursement of costs incurred for related services for students with disabilities for the 2014-15 school year.

**Reimbursement of Costs Incurred for Related Services for Students with Disabilities for  
2014-15 School Year**

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**Board Meeting: March 24, 2015**

Student ID#:	Amount:	Expenditure:	Parent of:
403070	\$411	Mileage	403070
326331	\$4,362	Mileage	326331

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**               **Approval of Membership for Orange County Special Education Alliance for 2014-15 School Year**

**ITEM:**               **Consent**

**SUBMITTED BY:** **Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:** **Doreen Lohnes, Assistant Superintendent, Support Services**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the Orange County Special Education Alliance (OCSEA) membership dues for the 2014-15 school year.

**RATIONALE:**

The goal of the OCSEA is to address special education issues and concerns that are of common interest to Orange County school districts so that programs are administered in a better way to special education student. Examples of the Alliance outreach are:

- Fund transportation for students in special circumstances, those in Oranewood or homeless students who need very costly transportation back to their home districts.
- Provide staff development on issues of importance in special education such as implementation of State Standards for Students with Disabilities.
- Provide staff development in conflict resolution for school teams so that they work better with parents at Individualized Education Program (IEP) meetings.
- Support advocacy for special education by sending Santa Ana Unified School District parents and school district staff to Legislative advocacy activities.
- Seek clarification of foundational legal questions related to the need for costly services such as private contracts or private school when students are making educational progress in a district program.
- Support identified Orange County school districts in court cases involving issues of common interest to the districts in Orange County.

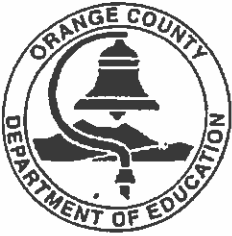
**FUNDING:**

Special Education:     \$7,765.29



**RECOMMENDATION:**

Approve membership for the Orange County Special Education Alliance for the 2014-15 school year.



# INVOICE

Page # 1

## Orange County Dept. of Education

200 Kalmus Drive  
PO Box 9050  
Costa Mesa, CA 92628-9050  
Phone: (714) 966-4057

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

ACCT ID: V9403591  
INVOICE NUMBER: 94110156  
DIVISION: 94SE  
TERM: 1415  
INVOICE DATE: 07/22/14  
DUE DATE: 08/22/14  
AMOUNT DUE \$7,765.29

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	0	51768.57		015044 8677	2014-15 SPECIAL EDUCATION JPA DUES	7,765.29
<b>INVOICE TOTAL</b>						<b>\$7,765.29</b>

Please remit a copy with payment-thank you

Remit to: Orange County Dept. of Education  
PO Box 9050  
Costa Mesa, CA 92628-9050

HOJAT ENTEZARI  
SENIOR ACCOUNTING TECHNICIAN  
(714) 966-4057

Account ID V9403591  
Account Name SANTA ANA UNIFIED SCHOOL D  
Invoice Number 94110156  
DIV: 94SE  
TERM: 1415  
Due Date 08/22/14  
Amount Due \$7,765.29

Amount Paid \$ \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of February 25, 2015 through March 9, 2015

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the period of February 25, 2015 through March 9, 2015.

**RATIONALE:**

Consultants have been requested by school sites to enhance and support educational programs and provide professional development to improve student achievement.

The attached list identifies various consultants that will provide services at no cost to the District.

**FUNDING:**

No cost to the District

**RECOMMENDATION:**

Approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of February 25, 2015 through March 9, 2015.

## 2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

**Submitting Division: Educational Services**

**March 24, 2015**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
1.	Healthy Smiles for Kids of Orange County	<b>Head Start Program:</b> Will conduct a series of lesson plans for Head Start children, one workshop for parents at each of the seven centers, and two training for teachers. The program will illustrate the importance of oral health. In addition, they will provide a free consultation to the parents regarding dental concerns. The program will provide services for 550 children. The outcome is increased awareness and services in oral health for children and families in the head start program.	March 25, 2015 Through June 30, 2015		No Cost to the District	N/A
2.	Orange County Animal Care	<b>Heroes Elementary Schools:</b> Will provide one hour assembly for K-5 grade students to show them the importance to promote responsible pet ownership, animal care, and pet adoptions.	March 25, 2015		No Cost to the District	N/A

# Healthy Smiles For Kids of Orange County Outreach Program

**Our mission is to improve the oral health of children in Orange County through collaborative programs focused on prevention, education, treatment, and advocacy**

Healthy Smiles would like to invite your site to participate in an Oral Health Program where families with children ages 0-5 will receive information about the importance of oral health and community resources.

## Dental Screenings

- Professional dental staff will do a visual screening of children's teeth to identify cavities
- Parents will be informed of the results of the screening
- Children screened will receive a hygiene kit (toothbrush, toothpaste and a timer)



***1 in 3 children screened in Orange County schools show signs of visible decay***

## Education

Bilingual outreach workers will teach the basics of oral hygiene and nutrition to children and parents. The educators will discuss:

- Importance of the teeth for overall health
- Establishment of oral health habits
- Proper oral hygiene, brushing and flossing
- Importance of visiting a dentist
- Nutrition for healthy teeth



## Referral to Dental Clinics

Healthy Smiles is the lead agency of the OC Pediatric Oral Health Collaborative, a coordinated group of community clinics offering children's dental services for Denti-cal patients or uninsured patients at a reduced cost

- Friends of Family Health Center
- The Gary Center
- La Amistad
- Puente A La Salud
- St. Jude Dental Clinic
- Camino Health Center
- Share Our Selves

Our Care Coordination team assist families in scheduling dental appointments at the Collaborative Clinics and providing referrals for families to apply for insurance. Referrals will be determined by insurance and/or proximity to the child's home.





# How your donation helps OC Animals..



## Kitten Nursery

Donations have helped us create a great nursery for our orphan kittens and cat families. We use donations to purchase fun toys, bedding, special food and other things to enrich their stay with us until they are big enough to be adopted or rescued.

## Thank You!



## Community Outreach

OC Animal Care believes it is very important to promote responsible pet ownership. Donations help pay for supplies for community outreach projects, community service days and promotional items.



## Animal Care

We want our animals to be as comfortable as possible and have all their needs met while they are in our care. We have a full staff including kennel attendants, Registered Veterinary Technicians and Veterinarians who care for our animals.

Donations help purchase items such as beds, specialized diets, exotic animal supplies, blankets, toys and other items to enrich their stay with us.



## Volunteer Supplies

We have hundreds of volunteers that interact with our animals and provide them with enrichment.

Donations are used to purchase comfortable leashes, treats, interactive toys, and grooming supplies to make our animals more adoptable.



## Special Needs Animals

Some of our animals need assistance finding the right adopter or have medical conditions needing follow up care.

Donations can help sponsor adoptions, reduce the fees of hard to place animals and fund special adoption events.



**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement between Bureau of Lectures and Concerts Inc., and Walker Elementary School for 2014-15 School Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement between Bureau of Lectures and Concerts Inc., and Walker Elementary School for the 2014-15 school year.

**RATIONALE:**

Bureau of Lectures and Concerts Inc. will perform on drums ranging from the large odaiko, 4 feet by 2.5 feet, to the shimedaiko, the size of a snare drum. Their performance will feature traditional and original compositions interwoven with descriptions of the drums and other instruments and the history of Taiko as an incentive for Students who achieved accelerated reader's goals.

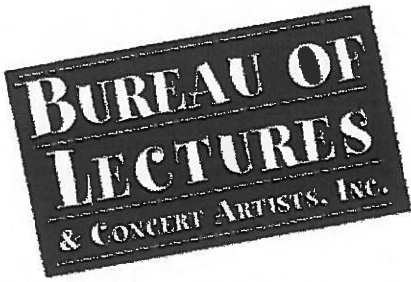
The Bureau of Lectures and Concerts Inc., made presentations to 291 schools nationwide.

**FUNDING:**

Title III: \$425

**RECOMMENDATION:**

Approve the agreement between Bureau of Lectures and Concerts Inc., and Walker Elementary School for the 2014-15 school year.



Ms. Mariana Garate, Principal  
811 E Bishop St  
Santa Ana, CA 92701

Wednesday, February 18, 2015  
Acct ID: SANTCAWALK

[ PLEASE NOTE: THIS WILL BE YOUR ONLY NOTICE FOR THIS ATTRACTION ]

**TAIKO DRUMS will appear as scheduled on 05/28/2015 Thu at 09:00 AM**

The fee, according to our agreement, is \$425.00. Again, thank you for your order. Your scheduled assembly is 45 minutes in length and the performer/s will arrive at your school no later than 20 minutes prior to the show. After the assembly, please make your payment to the Bureau of Lectures, include your Acct. ID, and mail it with this evaluation form into our address listed below. An invoice will be faxed to your school or emailed to you after the program. Payment not due for 30 days. Performers do not accept payments. Thank you.

Because we are responsible for paying the performers, schools will be held responsible for the performance fee unless The Bureau of Lectures is notified at least 30 days in advance of the scheduled event date.

SPECIAL INSTRUCTIONS FOR THIS ARTIST

The performers will need a microphone on a stand and a performance space of 20 feet wide by 15 feet deep.

**TALENT REPORT FOR TAIKO DRUMS**

- 1. RESPONSE OF AUDIENCE: 1 2 3 4 5 (1 being excellent)
- 2. Would you recommend this program to other schools  YES  NO
- 3. PERSONAL COMMENTS \_\_\_\_\_

(714) 647-2800  
SANTCAWALK  
Walker Elementary School



SIGNED: \_\_\_\_\_  
TITLE: \_\_\_\_\_





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**One World Taiko**

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## One World Taiko



Taiko means "drum" in Japanese and One World Taiko is a professional Japanese drum ensemble that captivates audiences of all ages with their heart pounding beats, dynamic movement and rhythmic grooves. One World Taiko's music is drawn from Japan's tradition of lively festival drumming along with their own creative rhythms, arrangements and choreography, adding their energetic spirit to the ancient art of taiko.

They perform on drums ranging from the large odaiko, 4 feet by 2.5 feet, to the shimedaiko, the size of a snare drum. Their school performances feature traditional and original compositions interwoven with descriptions of the drums and other instruments and the history of Taiko. During a lively interactive section on how to play, a group of students are invited up to play the Taiko.

### A Recommendation for One World Taiko Educational Assembly

I appreciated the professionalism of Gary Tsujimoto and Nancy Ozaki every step of the way, from the booking through the completion of the performances. What I loved the most about it was how engaged the students were throughout the entire forty minutes (and I mean from kindergarteners to eighth graders!). Gary and Nancy struck the perfect balance between sharing information about Taiko drumming (techniques, costumes, the drums themselves, their own training) and performance pieces that were just the right length. The balance of traditional and contemporary compositions was also just perfect. Of course, the students who had the chance to actually play loved it the most! Even watching other students perform was a lot of fun for the audience. The audience participation was also great!

The most affirming thing I can say about this assembly was that I had dozens of students, across the grades, come up to me later that day, and even for the next couple of days, thanking me for arranging the Taiko drum assembly for them. The kids universally loved it!

I give One World Taiko an A+ for providing us with an outstanding experience in every way.

*Assumption-St.Bridget School, Seattle, WA 98115*

### One World Taiko

Price: Call 800-255-0084

Program Level: K-12

Type: Music; History;

Geography

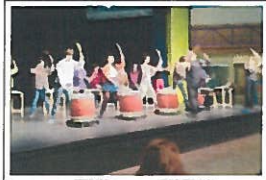
Available for: 2014-2015

[Book Now](#)



[Download Flyer](#)  
(2014-2015)

### One World Taiko Images



#### Reverse Order

[Read More +](#)



#### The Science of Sound

[Read More +](#)



#### Wonders of the Rainforest

[Read More +](#)

### One World Taiko Video

Click the image below to view a video of One World Taiko.



### Blog Posts [Would you like to see our performers in action prior to booking them at your school?...](#)



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The Bureau of Lectures has been providing programs to schools in the U.S. and Canada for over 100 years.

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Have a question? Please feel free to contact us or check out answers to frequently asked questions by clicking below.

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#### Contact Us

The Bureau of Lectures  
Phone: (785) 843-9197  
Toll Free: (800) 255-0084  
Fax: (785) 843-0582  
[bureau@assemblyline.com](mailto:bureau@assemblyline.com)

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# One World Taiko

**T**aiko means “drum” in Japanese and One World Taiko is a professional Japanese drum ensemble that captivates audiences of all ages with their heart



pounding beats, dynamic movement and rhythmic grooves. One World Taiko’s music is drawn from Japan’s tradition of lively festival drumming along with their own creative rhythms, arrangements and choreography, adding their energetic spirit to the ancient art of taiko.

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## A Recommendation for One World Taiko Educational Assembly

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I give One World Taiko an A+ for providing us with an outstanding experience in every way.

Assumption-St.Bridget School, Seattle, WA 98115

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement between Ocean Institute and Washington Elementary School for 2014-15 School Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement between Ocean Institute and Washington Elementary School for the 2014-15 school year.

**RATIONALE:**

Ocean Institute will be doing an informational hand on, two hours program, to further extend learning on the ocean animals being studied in the unit of study in the long term English Learners Program.

**FUNDING:**

Title III: \$450

**RECOMMENDATION:**

Approve the agreement between Ocean Institute and Washington Elementary School for the 2014-15 school year



24200 Dana Point Harbor Drive  
Dana Point, CA 92629

March 5, 2015

Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701-6322

To Whom It May Concern:

The Ocean Institute, founded in 1977 as the Orange County Marine Institute, is a community-based 501(c)(3) organization that educates 116,000 students and 50,000 public visitors annually through over 40 marine science and maritime history programs. Located on 2.4 acres in the Dana Point Harbor, at the edge of the Pacific Ocean and the end of a watershed, the site is ideal for hands-on learning about the ocean and nearby ecosystems. All Ocean Institute programs are designed to maximize immersion, inspire deep commitment to learning and spark curiosity, inquiry, and develop critical thinking skills.

Our Visiting Classroom Program, *If a Dolphin Were a Fish*, will be facilitated by two Ocean Institute teachers at Washington Elementary on April 28, 2015. Each class is provided a 50-minute, immersive, inquiry-based program. Each school visit accommodates 1-4 classes per grade level or group. Students investigate how a dolphin might be similar to a human, but different from other marine animals. Live animals (Sea stars, Hermit Crabs, Sea urchins, and snails), artifacts, and interactive activities allow the students to discover which characteristics are unique to all mammals.

Ocean Institute staff are trained in teaching techniques and content depth. All staff are fingerprinted and checked through the California Department of Justice.

Please do not hesitate to contact me with any questions.

Best,

Jonathan Witt

Senior Education Director

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement between Orange County Children's Therapeutic Arts Center and Fremont Elementary School for 2014-15 School Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement between Orange County Children's Therapeutic Arts Center (OCCTAC) and Fremont Elementary School for the 2014-15 school year.

**RATIONALE:**

OCCTAC will provide biweekly art history lessons to K through 5<sup>th</sup> grade students. Professional artists will provide three instructional sessions over the course of six weeks. Instructors will follow age-appropriate lesson plans with vocabulary and literacy prompts. After the completion of the six-week session, OCCTAC will have an Art and Literacy exhibit to display and recognize students' work. OCCTAC has served over 15,000 district students since its inception in the year 2000.

**FUNDING:**

PTA: \$3,692

**RECOMMENDATION:**

Approve the agreement with Orange County Children's Therapeutic Arts Center and Fremont Elementary School for the 2014-15 school year.



**Orange County Children's Therapeutic ARTS Center**  
2215 North Broadway Santa Ana, CA. 92706  
(714) 547 - 5468 [www.occtac.org](http://www.occtac.org)

## **Fremont Elementary School Art Instruction Proposed Scope of Work**

Orange County Children's Therapeutic Arts Center (OCCTAC) proposes to provide biweekly art lessons to Fremont Elementary K-5 students over a six week session. Professional artists will serve as arts instructors to students, providing three instructional sessions to each classroom over the course of the six weeks. During the visits, Instructors will provide lessons in art history and lead students in a corresponding art project. Each Instructor will be assigned to provide instructions to two grade levels; all instructors will follow age-appropriate lesson plans with vocabulary and literacy prompts that can be integrated into the teacher's curriculum. Following the completion of the six-week session, OCCTAC and the Instructors can assist Fremont Elementary to stage an Art and Literacy exhibit to display and recognize the students' work.

OCCTAC has served over 15,000 Santa Ana Unified School District students since its inception in 2000.



**Orange County Children's Therapeutic ARTS Center**  
 2215 North Broadway Santa Ana, CA. 92706  
 (714) 547 - 5468 [www.occtac.org](http://www.occtac.org)

**Art Classes for Fremont Elementary**  
**Focus on Mexican Master Artists**

<b>Category/Budget Item</b>	<b>Budget 1</b> 2 sessions (1.5 hrs per session)	<b>Budget 2</b> 3 sessions (1.5 hrs per session)	<b>Notes:</b>
Teacher 1 (K & 1 <sup>st</sup> grades)	\$672.00	\$1,008.00	4 classrooms per grade
Teacher 2 (2 <sup>nd</sup> & 3 <sup>rd</sup> grades)	\$672.00	\$1,008.00	4 classrooms per grade
Teacher 3 (4 <sup>th</sup> & 5 <sup>th</sup> grades)	\$672.00	\$1,008.00	4 classrooms per grade
<b>Sub-Total for Teacher time</b>	<b>\$2,016.00</b>	<b>\$3,024.00</b>	24 total # of classrooms over a period of 2 - 4 weeks if all teachers can come the same week and stay that day to do the lesson with all grades.
<b>Art Supplies</b>	\$500.00 (This could vary if we can use school supplies)	\$500.00 (This could vary if we can use school supplies)	
<b>Set-up all the ART work and student compositions for display &amp; Exhibit</b>	2 hrs. x 3 teachers \$168.00	2 hrs. x 3 teachers \$168.00	
<b>Art &amp; Literacy Integration</b>	*Not enough time to do the Literacy component with 2 sessions only, but if we do 3 sessions per class, ED will come to meet with all your classroom teachers & discuss integrating the Literacy with the Art projects!	<b>In-Kind</b>  (Exec. Director will meet with all the teachers to expand the Art lesson with reading & writing activities to present students' compositions at the final Exhibit to share with families & SAUSD board and administration.	
<b>Total Amount</b>	<b>\$2,684.00</b>	<b>\$3,692.00</b>	

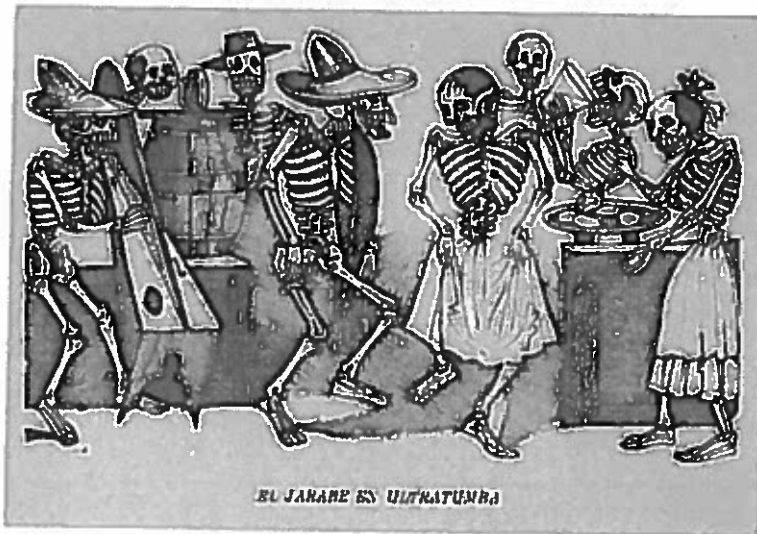




**Orange County Children's Therapeutic ARTS Center**  
 2215 North Broadway Santa Ana, CA. 92706  
 (714) 547 - 5468 [www.occtac.org](http://www.occtac.org)

<b>Weeks</b>	<b>Grade Levels</b>	<b>Teachers</b>	<b>Days/Time</b>	<b>Mexican Artists</b>
Week 1	K, 2, 4 – Session 1	Teacher 1 = K Teacher 2 = 2 Teacher 3 = 4	TBD with School Principal	Kinder = Ixchel Estrada or Jose Guadalupe Posada 2 <sup>nd</sup> grade = Diego Rivera or Frida Kahlo 4 <sup>th</sup> grade = Gilbert Lojan or Patsi Valdez
Week 2	1, 3, 5 – Session 1	Teacher 1 = 1 Teacher 2 = 3 Teacher 3 = 5	TBD with School Principal	1 <sup>st</sup> = Ixchel Estrada Jose Guadalupe Posada 3 <sup>rd</sup> grade = Diego Rivera or Frida Kahlo 5 <sup>th</sup> grade = Gilbert Lojan or Patsi Valdez
Week 3	K, 2, 4 – Session 2	Teacher 1 = K Teacher 2 = 2 Teacher 3 = 4	TBD with School Principal	Kinder = Ixchel Estrada or Jose Guadalupe Posada 2 <sup>nd</sup> grade = Diego Rivera or Frida Kahlo 4 <sup>th</sup> grade = Gilbert Lojan or Patsi Valdez
Week 4	1, 3, 5 – Session 2	Teacher 1 = 1 Teacher 2 = 3 Teacher 3 = 5	TBD with School Principal	1 <sup>st</sup> = Ixchel Estrada Jose Guadalupe Posada 3 <sup>rd</sup> grade = Diego Rivera or Frida Kahlo 5 <sup>th</sup> grade = Gilbert Lojan or Patsi Valdez
Week 5	K, 2, 4 – Session 3	Teacher 1 = K Teacher 2 = 2 Teacher 3 = 4	TBD with School Principal	(Same as above)
Week 6	1, 3, 5 – Session 3  Same week or following week:  <b>ART &amp; LITERACY EXHIBIT</b>	Teacher 1 = 1 Teacher 2 = 3 Teacher 3 = 5   All 3 teachers	TBD with School Principal	(Same as above)

**Jose Guadalupe Posada Lesson Plan  
Grades K and 1**



The Day of the Dead is a great day to remember one of the great artists who most heavily influenced the way Mexico portrays death: José Guadalupe Posada. Born in the northern Mexican town of Aguascalientes in 1852, Posada began studying art at the age of 18. While serving as an apprentice to printer and graphic artist José Trinidad Pedrozo, Posada began to experiment with the political satire and the lithography and etching techniques he would become famous for. An illustrator and political satirist, Posada's prints of skulls and skeletons left their mark on Mexican popular culture and have become a fixture of Day of the Dead imagery that appears every year around Nov. 1. Over a career that spanned four decades, Posada created some 20,000 images, according to the Arizona Republic. His work is in collections all over the world and there is a museum dedicated to him in his hometown of Aguascalientes that has some of his original prints and the metal plates that he used to create them.

**Materials:**

**Instructions:**

**Literature/Writing Prompt**

Think about the images of Posada.

1. Name the work of one of the artist's illustrations that you've looked at. How would you describe it to someone who isn't looking at it? Draw a picture with words.
2. Think about the different elements of the work. What does it include? How does it make you feel? What does it remind you of?

**Vocabulary words:** art, bold, collage, color, form, etch

**Ixchel Estrada Lesson Plan  
Grades K and 1**



Ixchel Estrada is a Mexican illustrator and graphic designer. She has a very unique style that combines textures and colors. Her illustrations are collage based and contain surreal and vivid images. She uses bright colors and bold lines, but what is striking about her work is that even though it is very busy, she has a very interesting way of conveying the fun of it without stressing the eyes. Although it would be really hard to tell what her real inspiration is, her illustrations are quite mysterious and full of life. This artist has a very defined style that makes her unique. She combines illustration principles with graphic design. The use of bold forms and color along with the narrative elements in many of her images give her work great impact.

Ixchel was born in Mexico in 1977. She studied graphic design and illustration and has been working as an illustrator ever since. She has worked for many publishers, has had many children's books published in Mexico and other countries. She also creates handmade toys.

**Materials:**

**Instructions:**

**Literature/Writing Prompt**

1. Name the work of one of the artist's illustrations that you've looked at. How would you describe it to someone who isn't looking at it? Draw a picture with words.
2. Think about the different elements of the work. What does it include? How does it make you feel? What does it remind you of?

**Vocabulary words:** art, bold, collage, color, form

## **Diego Rivera Lesson Plan Grades 2 and 3**

Diego Rivera was born in Guanajuato Mexico on December 13, 1886 and died on November 25, 1957. He always drew as a child and his parents encouraged him to become an artist. He studied in Paris and Russia but returned to Mexico City in the 1920s when the country was going through important political and cultural changes. Once in Mexico, he dedicated himself to painting murals which depicted the history of Mexico as well as its current dramatic changes. His large, imposing images decorated many important buildings in Mexico City and in the United States. Some of his murals can still be seen in San Francisco and Detroit, Michigan. His work focused on depicting the lives of the working class and native peoples of Mexico. Some of his work was controversial and was painted over or destroyed. Also known as frescoes, the mural employs an ancient technique used in Europe by the old masters such as Giotto and Michelangelo. It is basically painting on a cool, moist prepared wall using gesso.

**Materials:** HB pencils  
Color pastel paper  
Oil pastels

**Activity Instructions:** Diego Rivera loved to go to the marketplace and observe the vendors and people coming and going. You will recreate a color sketch drawn by Diego Rivera. The instructor will provide step-by-step instruction.

**Literature/Writing Prompt:** The teacher will share an image of an artwork by Rivera. Answer the following questions in paragraph form:

1. What is the title information?
2. Describe the image, subject, color, shape and location of the image. What specifically do you like about the image? What can you compare it to?
3. Describe the image as if you were describing it to someone who was ten miles away.
4. What would make it a stronger image if needed?

**Vocabulary words:** shape, composition, pattern, form, texture, fresco

## **Gilbert "Magu" Lujan Lesson Plan Grades 4 and 5**

"Magu" was born in French Camp, California, a migrant farmworker village, and lived most of his youth in East LA. He also spent some time in Guadalajara, Mexico. He went to East La College, a community college, then went to Cal State Long Beach, where he earned a degree in Ceramic Sculpture. He also earned a Master of Fine Arts in Sculpture at University of California Irvine. He began painting murals in the 1970's. He considered himself a Chicano artist. He developed a visual style that is irreverent, humorous and mythic. His work depicted friends, buildings, cars, landscapes and whimsical half dog-half human characters. Most of the inventive images take place in "Magulandia," a mythical land filled with color, whimsy and fun. He was a multi-media artist and used markers, color pencils, ballpoint pens, acrylic, cardboard, oil paint, clay, and whatever was within reach. Magu loved creating fantastic cars which were inspired by the cars he saw growing up in the 1940's and 50's. He has said that his intentions have been, "to use Mesoamerican heritage as well as implementing current popular art and cultural folk sources as the content substance to make Chicanarte." His work was commissioned for the Hollywood and Vine Station of the Metro Rail Red Line in Los Angeles.

**Materials:** oil pastels  
Gessoed Bristol  
Sketch paper  
Gel medium  
Two wide soft bristle brushes  
Erasers

**Instructions:** You will be shown example of some of Magu's car images. First, you will sketch your design on a copy/template. Second you will outline your design in pencil. Third, you will add color using oil pastels. Fourth coat your finished drawing with one coat of gel medium.

### **Literature/Writing Prompt**

1. Choose an image made by "Magu" and answer the following questions:
  - a. Describe the image. What do you like about it? How does it make you feel or remind you of? Use three adjectives to describe this artwork? Would you change anything about it?
2. "Magu" was famous for his cardboard sculpture series named "Magulandia" a fictional land inhabited by humans and half dog-half humans.
  - a. If you were to create a similar world. What would you call it? What would it look like? Who would inhabit it, what fun things would there would be for them to do? Why would its inhabitants live in peace?

**Vocabulary words:** whimsical, myth, sculpture, multi-media, naïve, narrative, metaphors, symbolism, heritage

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement between Dr. Stephen Tucker and Special Projects for April 1, 2015 through April 30, 2015**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Dawn Miller, Assistant Superintendent, Secondary Education**

**PREPARED BY:**   **Dawn Miller, Assistant Superintendent, Secondary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement between Dr. Stephen Tucker and Special Projects for April 1, 2015 through April 30, 2015. The consultant will provide conducting for the 2015 SAUSD Honor Orchestra.

**RATIONALE:**

The SAUSD Honor Orchestra is a select group of musicians. Dr. Tucker will lead the orchestra through rehearsals and a final concert performance on April 15, 2015. The orchestra students will also be covering music standards 1.0, 2.0, and 5.0 – Performing a variety of repertoire through singing and/or playing a musical instrument. Dr. Tucker is the director of Orchestral Activities at Claire Trevor School of the Arts at the University of California, Irvine, where he conducts the UCI Symphony Orchestra. He also has been working for a year with SAUSD students through a partnership with the Claire Trevor School.

- 6 hours of rehearsal
- 3 hours of preparation
- 1 hour conducting concert

**FUNDING:**

Visual and Performing Arts: \$600

**RECOMMENDATION:**

Approve the consultant agreement between Dr. Stephen Tucker and Special Projects for April 1, 2015 through April 30, 2015.

## Consultant Approval Request

Site/Department	SPECIAL PROJECTS / VISUAL AND PERFORMING ARTS		Contact Person: Roxanna Owings
			Email Address: roxanna.owings@sausd.us
			Phone #: 714-558-5507
Consultant	Name: Stephen Tucker	Contact Person: Dr. Stephen	
	Address: 28 McClintock Ct.	Email Address: peterset@gmail.com	
	City: Irvine	Phone #: (949)241-4886	
	State/Zip: CA 92617	Fax #:	
Date(s) of Service	From: Apr 1, 2015	To: Apr 30, 2015	LCAP Goal Supported By This Services
Implications for the District/ Type of Service (Oracle Justification)	<p><b>Objective:</b></p> <ol style="list-style-type: none"> <li>1. Indicate the content of the services.</li> <li>2. Indicate who will participate.</li> <li>3. What is expected to be achieved as a consequence of consultant services as it relates to improving student achievement?</li> </ol> <p>Consultant will provide</p> <p>Dr. Stephen Tucker will provide his expertise in musical interpretation and communications skills in developing our district honor orchestra to their fullest potential</p>		
Amount Not to Exceed	\$ 600	Funding Source	Special Projects

**PLEASE COMPLETE THE FOLLOWING CHECK LIST PRIOR TO SUBMITTING TO DISTRICT:**

*All items must be complete and submitted to the Business Services Department prior to the Consultant being placed on the Board Agenda for approval to begin to work.*

Consultant Scope of Work or quote for services

**FOR CONSULTANTS WHO WILL HAVE CONTACT WITH STUDENTS**

Certification by contractor of criminal record check

Fingerprint Certification if available (must be received prior to Consultant beginning work)

**FOR CONSULTANTS WHO WILL HAVE LIMITED OR NO CONTACT WITH STUDENTS**

Designation of Limited Contact

Board Approval Date Requested	District Administrator Approval	Date				
Mar 24, 2015						
	<table border="1"> <thead> <tr> <th data-bbox="508 1818 1019 1873">Consultant Requested by</th> <th data-bbox="1019 1818 1479 1873">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="508 1873 1019 1919"></td> <td data-bbox="1019 1873 1479 1919"></td> </tr> </tbody> </table>	Consultant Requested by	Date			
Consultant Requested by	Date					

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “**District**” and **Dr. Stephen Tucker**, hereinafter referred to as “CONSULTANT.”

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

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

NOW, THEREFORE, the parties agree as follows:

Services to be provided by CONSULTANT: **Dr. Stephen Tucker will lead conducting the SAUSD Honor Orchestra Band (a select group of band musicians) through rehearsals and a final concert performance on April 15, 2015.**

- **6 hours of rehearsal**
- **3 hours of preparation**
- **1 hour conducting concert**

1. Term. CONSULTANT shall commence providing services under this AGREEMENT on **04/01/15** and will diligently perform as required and complete performance by **04/30/15**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$600.00** and per attached fee schedule. DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any



costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: N/A .

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

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A .  
CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents

to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

**(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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

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

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

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

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

**DISTRICT:**

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

**CONSULTANT:**

**Dr. Stephen Tucker  
28 McClintock Ct.  
Irvine, CA 92617**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this **25 Day of March, 2015.**

DISTRICT:

CONSULTANT:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, E.D.,  
Printed Name

\_\_\_\_\_  
Dr. Stephen Tucker  
Printed Name

\_\_\_\_\_  
Deputy Superintendent, Operations, CBO  
Title

\_\_\_\_\_  
Director, Orchestral Activities  
Title

\_\_\_\_\_  
03/24/2015  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement between Revolution Prep and Middle College High School for March 25, 2015 through June 30, 2015**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Dawn Miller, Assistant Superintendent, Secondary Education**

**PREPARED BY:** **Dawn Miller, Assistant Superintendent, Secondary Education**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement between Revolution Prep and Middle College High School for March 25, 2015 through June 30, 2015. The agreement with Revolution Prep will provide Scholastic Aptitude Test (SAT) preparation classes for all grade 11 students. This will be Middle College High School's first year using Revolution Prep.

**RATIONALE:**

Revolution K12 has prepared students for the SAT by not only teaching test strategies and techniques, but ensuring that every student has a strong grasp of the academic concepts. Middle College High students will be able to walk into the test with confidence and Revolution guarantees results.

- Revolution will provide direct instruction and instructional materials in order to prepare students to take the May 2015 SAT administration.
- Revolution K12 will provide SAT test preparation courses via the "in-person" group course. Classes will be taught in-person by a Revolution K12 instructor.
- Revolution will provide 12 classroom sessions of 3 hours each and three practice test sessions of 4 hours each for 4 weeks prior to the May SAT.
- Revolution will prepare all 80 students, grade 11, at the Middle College High School site.

Revolution's agreement with Middle College High School will help to increase student SAT test scores and aid students to have better access to colleges and universities.

**FUNDING:**

Title I: \$10,000

**RECOMMENDATION:**

Approve the consultant agreement between Revolution Prep and Middle College High School for March 25, 2015 through June 30, 2015.

DM:sz



# Consultant Approval Request

<b>Site/Department</b>	Middle College High School	Contact Person:	Kathy Apps
		Email Address:	Kathleen.apps@sausd.us
		Phone #:	714 953-3900
<b>Consultant</b>	Name: Revolution Test Prep	Contact Person:	Carrie Finsilver
	Address: 1337 Third St. Promenade 2nd floor	Email Address:	carrie.finsilver@revolutionpre
	City: Santa Monica	Phone #:	424-214-2377
	State/Zip: CA 90401	Fax #:	323-328-1707
<b>Date(s) of Service</b>	From: March 25, 2015 To: June 30, 2015	<b>LCAP Goal Supported By This Services</b>	Student Learning Outcomes: College Readiness
<b>Implications for the District/ Type of Service (Oracle Justification)</b>	<p><b>Objective:</b></p> <ol style="list-style-type: none"> <li>1. Indicate the content of the services.</li> <li>2. Indicate who will participate.</li> <li>3. What is expected to be achieved as a consequence of consultant services as it relates to improving student achievement?</li> </ol> <p>Consultant will provide</p> <p>Revolution Prep will provide 12 hours of after school SAT Prep plus three full length practice SAT test (pre, mid or post) prior to the May SAT for 80 Juniors.</p>		
<b>Amount Not to Exceed</b>	\$ 10,000	<b>Funding Source</b>	Title 1-013010-0-1110-1000-5810-103

**PLEASE COMPLETE THE FOLLOWING CHECK LIST PRIOR TO SUBMITTING TO DISTRICT:**

*All items must be complete and submitted to the Business Services Department prior to the Consultant being placed on the Board Agenda for approval to begin to work.*

Consultant Scope of Work or quote for services

**FOR CONSULTANTS WHO WILL HAVE CONTACT WITH STUDENTS**

Certification by contractor of criminal record check

Fingerprint Certification if available (must be received prior to Consultant beginning work)

**FOR CONSULTANTS WHO WILL HAVE LIMITED OR NO CONTACT WITH STUDENTS**

Designation of Limited Contact

<b>Board Approval Date Requested</b>	<b>District Administrator Approval</b>	<b>Date</b>
March 24, 2015		
	<b>Consultant Requested by</b>	<b>Date</b>
	Kathleen Apps	3/2/2015



# REVOLUTIONK12

## Revolution K12 Partnership Proposal & Program Description

Building College Readiness through:

- World Class SAT/ACT Instruction
- Increased Student Confidence and Test Results
- Parent Involvement and School Partnership



## Executive Summary

Revolution K12 (RK12) was founded with the goal of creating smarter learning tools, designed to help students build core academic and analytical problem solving skills. In addition to our comprehensive high-stakes assessment software, RK12 partners with schools and families globally to deliver dynamic SAT, ACT and AP test prep, as well as world-class academic tutoring. At Revolution, we believe we can offer a targeted test prep instruction solution that enables schools to continue building upon its standard of academic performance. We understand that each family and student has a distinct set of academic needs and we strive to develop a comprehensive solution to achieve those specific goals. Our individualized guidance and support has led to exceptionally high college acceptance rates.

Revolution K12 offers a perfected and unique set of teaching strategies for test prep based on experience, research, and cutting edge technology. Although our goal is to prepare students to achieve higher scores on the SAT, ACT and AP tests, and improve students' candidacies for college admission, we also pride ourselves on developing confident learners in both the short and long-term. Revolution K12's courses stress analytical thinking skills that help students not only increase their test score potential, but also excel in their post-graduate careers and professions.

Our curriculum focuses on long-term critical thinking and problem solving skills that are applicable far beyond standardized testing – we do not simply teach tips and tricks. Our holistic curriculum presents strategies and content for each and every question type in a way that forces students to think critically. Methods that combat testing anxiety, improve active reading, and lay out a process for eliminating wrong answers are among the many curriculum features in which confident and well-prepared students are ingratiated.

Perhaps our greatest attribute is our social mission to increase college access by offering affordable test preparation courses regardless of a student's ability to pay. Like Middle College High School, Revolution K12 strives to provide an academically rigorous learning environment that leads to success in high school, college, and beyond. With this in mind, Revolution K12 will commit itself to a long-term partnership and deliver its test prep curricula at a cost that enables Middle College High School and its students achieve their goals.

**Working together with your administrators and staff, we would like to partner to provide our SAT Group Course. The following pages detail our solution and how we plan to offer Middle College High School students an industry-leading test preparation and tutoring experience.**

## Program Summary

Help your students gain a strong foundation in SAT and ACT test prep. We provide full access to our SAT and ACT test prep curriculum, which not only teaches students common tips and tricks, but also strategizes to alleviate stress associated with taking standardized tests. Student materials also include 5 practice tests which students can take to help build endurance and stamina.

## In-Person Group Course

A comprehensive SAT/ACT course delivered in-person, on your school campus by one of Revolution's trained instructors. Prep courses are broken down into four (4) 3-hour class sessions delivered once per week, and three (3) 4-hour practice exams (offered on Saturdays) for four consecutive weeks leading up an official SAT or ACT exam administration date. In addition to customized homework to improve efficiency and maximize improvement, students have the ability to score their exams online to receive immediate detailed score reports on areas of need. Classes contain a maximum of 27 students.

## Small Group Course

A dynamic small group course (SGC) delivered online by one of Revolution's trained instructors. The SGC is also anchored by six (6) 3-hour sessions delivered once per week for six consecutive weeks leading up an official SAT or ACT exam administration date. Classes contain a maximum of six students with a live RK12 certified instructor via an interactive, online platform through which students can see, hear, speak and chat directly.

**Add-On Hybrid Option:** an additional four (4) hours of individualized support for higher-achieving students looking to excel. Option affords the opportunity to work 1-on-1 with an instructor, diving deeper into specific academic strengths and weaknesses and formulating strategies to bolster their skills. Sessions are held at a mutually agreeable schedule between student and instructor.

## Train the Trainer

You provide the instructor, we provide the training! Revolution K12 will provide training for your teacher(s) or para professionals to deliver SAT/ACT content. Training includes a 2-hour webinar session with a Revolution K12 development and implementation manager, and is designed to ensure that your instructors are equipped with innovative testing materials and specialized techniques to lead an engaging and effective prep class that will boost your students' test scores. Instructor and student materials are shipped directly to your class site and the course schedule is determined by you.

## **SAT/ACT Online**

Students prep anywhere, anytime, and at their own pace with our revolutionary online course. Students will have access to our adaptive SAT/ACT lessons where they'll improve skills, and build knowledge, and confidence as they work through custom Mentor Sessions based on their specific areas of weakness. To help students overcome test anxiety, students can take as many as five full-length web-based practice exams with a live proctor to gain the experience they need.

## Terms of Service

### Partnership Agreement

Revolution K12 will staff and deliver SAT test preparation courses under the terms and provisions set forth below.

### Term of Service

**SAT preparation for the May 2, 2015 Exam**  
March 28<sup>th</sup> thru April 30<sup>th</sup>

### Course Types

Revolution K12's will provide SAT Test Preparation courses via the **In-person Group Course**. Classes will be taught in-person by a RK12 instructor. Saturday exams will be administered by a Middle College High School staff or faculty volunteer.

### Number of Sections

3 SAT sections for up to 80 students.

### Cost

Revolution will provide its courses at a discounted rate as agreed upon by Revolution K12 and Middle College High School. [See Cost Proposal]

### Promotion/Sign Ups

Middle College High School will be fully responsible for the collection and management of student enrollments prior to the beginning of the course start date listed below.

### Course Schedule

SAT prep courses will run four (4) weeks prior to SAT exam administration date. [See attached appendix for respective course schedules].

### Additional Terms & Conditions

- (I) Revolution K12 will be the sole provider of SAT test preparation, in person or online, endorsed by Middle College High School.
- (II) Revolution K12 is not liable for class attendance and/or sessions missed by Middle College High School students
- (III) Space and classroom locations for each class session need be provided at least one (1) week prior to course starting; on-site emergency contact will be provided for all in-person class sessions and exams.
- (IV) Middle College High School will not enter into subsequent formal or informal agreements with other test prep/tutoring providers, including granting permission to advertise, distribute materials, or hold classes & special events on campus.
- (V) This agreement may be canceled at any time with 30 days written notice by either Revolution K12 or Middle College High School prior to the scheduled start date of the course.

## Cost Proposal

Product Cost:			
Product	Unit	Per Unit Price	Total Cost
In person Group Course	3 sections	\$10,000.00	\$10,000.00
		Subtotal	\$10,000.00

\*subject to change based on student interest

Agreed to the above proposal, as signed below:

### Middle College High School

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

### Revolution K12

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

# REVOLUTIONK12

transforming education • • •

## **SAT PREP Schedule (tentative) 2015-2016**

**Middle College High School**





## TUESDAY CLASS SCHEDULE

DAY	DATE	TIME	NAME
Sat	Mar 28, 2015	9:00-1:00 pm	Exam 1
Tue	Mar 31, 2015	2:45-5:45 pm	Class 1
Tue	Apr 14, 2015	2:45-5:45 pm	Class 2
Sat	Apr 18, 2015	9:00-1:00 pm	Exam 2
Tue	Apr 21, 2015	2:45-5:45 pm	Class 3
Sat	Apr 25, 2015	9:00-1:00 pm	Exam 3
Tue	Apr 28, 2015	2:45-5:45 pm	Class 4

## WEDNESDAY CLASS SCHEDULE

DAY	DATE	TIME	NAME
Sat	Mar 28, 2015	9:00-1:00 pm	Exam 1
Wed	Apr 1, 2015	2:45-5:45 pm	Class 1
Wed	Apr 15, 2015	2:45-5:45 pm	Class 2
Sat	Apr 18, 2015	9:00-1:00 pm	Exam 2
Wed	Apr 22, 2015	2:45-5:45 pm	Class 3
Sat	Apr 25, 2015	9:00-1:00 pm	Exam 3
Wed	Apr 29, 2015	2:45-5:45 pm	Class 4

## THURSDAY CLASS SCHEDULE

DAY	DATE	TIME	NAME
Sat	Mar 28, 2015	9:00-1:00 pm	Exam 1
Thu	Apr 2, 2015	2:45-5:45 pm	Class 1
Thu	Apr 16, 2015	2:45-5:45 pm	Class 2
Sat	Apr 18, 2015	9:00-1:00 pm	Exam 2
Thu	Apr 23, 2015	2:45-5:45 pm	Class 3
Sat	Apr 25, 2015	9:00-1:00 pm	Exam 3
Thu	Apr 30, 2015	2:45-5:45 pm	Class 4

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement between Padres Unidos and Valley High School for March 25, 2015 through June 30, 2015**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Dawn Miller, Assistant Superintendent, Secondary Education**

**PREPARED BY:**   **Dawn Miller, Assistant Superintendent, Secondary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement between Padres Unidos and Valley High School for March 25, 2015 through June 30, 2015. This agreement, through assessment and outreach, will allow Padres Unidos to identify and decrease obstacles that prevent families from being supportive and engaged. This will be the first year that Padres Unidos will be working with Valley High School.

**RATIONALE:**

Through a structured process, Padres Unidos identifies the challenges families face and provides them with the tools and resources required to meet their goals. A community worker will provide Valley High School with services, support, activities, information, and referrals for those in need of assistance as identified by the school community's and individual needs.

Objectives of Padres Unidos for Valley High School are:

- Make parent engagement a distinctive feature of education at Valley
- Create and sustain a culture that supports teaching excellence
- Develop a cultural sensitive parent-to-parent systematic school outreach
- Increase parenting knowledge and involvement to support effective child rearing and healthy families
- Increased access to and availability of family and student support services and resources
- Increase caregiver knowledge and skills to promote student's readiness for school
- Increase availability and access to quality parent support and education

**FUNDING:**

School Improvement Grant (SIG): \$6,000

**RECOMMENDATION:**

Approve the consultant agreement between Padres Unidos and Valley High School for March 25, 2015 through June 30, 2015.

DM:sz

# Consultant Approval Request

Site/Department	Valley High School		Contact Person:	David Richey		
			Email Address:	david.richey@sausd.us		
			Phone #:	(714)241-6400		
Consultant	Name:	Padres Unidos		Contact Person:	Patricia Huerta	
	Address:	708 N. Garfield St.		Email Address:	information@ocpu.org	
	City:	Santa Ana		Phone #:	714-616-8423	
	State/Zip:	CA 92701		Fax #:		
Date(s) of Service	From:	3/25/2015	To:	06/30/2015	LCAP Goal Supported By This Services	Engagement: Parent Involvement
Implications for the District/ Type of Service (Oracle Justification)	<b>Objective:</b> 1. Indicate the content of the services. 2. Indicate who will participate. 3. What is expected to be achieved as a consequence of consultant services as it relates to improving student achievement?					
	Consultant will provide Padres Unidos will provide educational partnerships that will increase the number of parents who have and use school knowledge to support students' learning excellence. Through assessment and outreach, Padres unidos will identify and decrease obstacles that prevent families from being supportive and engaged.					
Amount Not to Exceed	\$	6,000	Funding Source	SIG		

**PLEASE COMPLETE THE FOLLOWING CHECK LIST PRIOR TO SUBMITTING TO DISTRICT:**  
*All items must be complete and submitted to the Business Services Department prior to the Consultant being placed on the Board Agenda for approval to begin to work.*

- Consultant Scope of Work or quote for services
- FOR CONSULTANTS WHO WILL HAVE CONTACT WITH STUDENTS**
- Certification by contractor of criminal record check
  - Fingerprint Certification if available (must be received prior to Consultant beginning work)
- FOR CONSULTANTS WHO WILL HAVE LIMITED OR NO CONTACT WITH STUDENTS**
- Designation of Limited Contact

Board Approval Date Requested	District Administrator Approval	Date
3/24/2015		
	Consultant Requested by	Date
	David L. Richey	3/17/15



## Valley High School and Padres Unidos 2014/2015

In connection with Padres Unidos entering into a contract with Valley High School, description of services:

### I. Costs and Funding

The cost to Valley High of the program described below will be **\$6,000** from March 25, 2015 to Jun 30, 2015. The cost is based on to the school size of over 2,000 students, and the services rendered. Childcare is included.

The Basic Program will consist of the following components:

### II. Services/Program Description

**A. Community Worker Support.** A Community worker will provide Valley High school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Valley will have a Padres Unidos Community Worker once a week for eight (8) hours.

**B. Optional Educational Module (based on community needs)**

#### *Community Assessment Phase*

- 1) Meet with *Falcons* parents group
- 2) Distribute Survey
- 3) Create Parent Discovery Sessions for needs assessment
  - Outreach
    - on-site one-on-one engagement
    - leverage existing parent forums
    - phone calls to targeted parents
    - flyers
    - door-to-door (if required)
  - Initially one meeting during the day and one evening meeting
  - Additional sessions scheduled if required
  - Up to 50 parents each session
  - Emphasize participation of 9th grade parents

- 4) Summarize and present findings to the Administration
- 5) Determine recommended Parent Engagement Module Options

### ***Implementation Phase***

#### Phase

- Establish appropriate Parent Modules based on Community Assessment
- Parent Educational Modules scheduled both for day and evenings, *as needed*
- Classes would have up to 50 parents each
- Total estimated number of service days not including outreach, 33

Program evaluation will be conducted throughout the program including but not limited to: Pre-post of parenting knowledge; pre-post of parent practices; pre-post involvement in their son/daughter education; pre-post community involvement; Satisfaction survey. Parent attendance will be utilized to measure success.

Part I: Organization/Collaboration Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Padres Unidos NP	Outreach and Parent Support	Site Coordinators		
<b>Part II: Project Abstract</b>				
Padres Unidos will enhance the parent skills and involvement through the provision of an assessment, outreach and parent support educational modules. The needs based educational modules will develop and deliver school, parent and student readiness activities that supports learning excellence.				
<b>Part III: Goals, Outcomes, Objectives, and Activity</b>				
Goal	Outcome	Activity	Objective(s)	
Supportive Community	Make parent engagement a distinctive feature of education at Valley	Community Assessment of strengths and needs	Understand and disseminate information acquired through the assessment tool to identify and decrease obstacles that prevent families to become supportive and fully engaged parents	
Supportive Community	Create and sustain a culture that supports teaching excellence	Team groups	Provide parent trainings that increase the number of parents who have and use school knowledge and involvement to increase school readiness and success	
Supportive Community	Develop a cultural sensitive parent-to-parent systematic school outreach	Community Worker	The Community Worker and Padres Unidos staff will provide parent development opportunities to form a strong core of parent ambassadors of information and internal school support	
Strong Families	Increase parenting knowledge and involvement to support effective child rearing and healthy families	Parent support and education	Increase the proportion of parents who have and use good parenting skills	
Strong Families	Increased access to and availability of family and student support services and resources	Strengthening of a safety net system	Increase awareness of and linkage to available services	
Ready to Learn	Increase caregiver knowledge and skills to promote student's readiness for school	Information and referrals	Based on identified needs creation and distribution of educational materials.	
Ready to Learn	Increase availability and access to quality parent support and education	Education availability with emphasis in Valley parent needs	Based on identified needs creation and distribution of educational materials.	



**PADRES UNIDOS 2014-2015**

	School	Total Cost to School	Module
1	Franklin	\$10,000	<u>Basic Program</u> >Parents as Teachers/School Readiness >Child Care Structured Play with Learning Purposes >Community Worker Support
2	Fremont	\$22,200	<u>Basic Program + Two Enhancements</u> >Parents as Teachers/School Readiness >Child Care Structured Play with Learning Purposes >Community Worker Support >Second day Community Worker > Second day of School Readiness/Early Literacy
3	Garfield	\$5,300	<u>Two Program Enhancements</u> >Two 12 Week of Parent Support Educational Modules
4	Glenn Martin	\$19,650	<u>Basic Program + Enhancement added</u> >Parents as Teachers/School Readiness >Child-Care Structured Play with Learning Purposes >Community Worker Support > 12 week transition Parent Support
5	Henninger	\$25,200	<u>Basic Program + Two Enhancement</u> >Parents as Teachers/School Readiness >Child-Care Structured Play with Learning Purposes >Community Worker Support >Second day Community Worker >12 week transition Parent Support
6	Hoover	\$13,500	<u>Basic Program</u> >Parents as Teachers/4th and 5th >Child Care Structured Play with Learning Purposes >Community Worker Support
7	King	\$10,000	<u>Basic Program</u> >Parents as Teachers/School Readiness >Child Care Structured Play with Learning Purposes >Community Worker Support
8	Lowell	\$10,000	<u>Basic Program</u> >Parents as Teachers/School Readiness >Child Care Structured Play with Learning Purposes >Community Worker Support Basic Program

	School	Total Cost to School	Module
9	Pio Pico	\$10,000	<u>Basic Program</u> >Parents as Teachers/School Readiness >Child-Care Structured Play with Learning Purposes >Community Worker Support
10	Remington	\$10,000	<u>Basic Program</u> >Parents as Teachers/School Readiness >Child-Care Structured Play with Learning Purposes >Community Worker Support
11	Roosevelt	\$4,650	<u>Two Program Enhancements</u> > 12 Week of Parent Support >One day Community Worker support
12	Walker	\$5,000	<u>Basic Program</u> >Parents as Teachers/4th and 5th >Child-Care Structured Play with Learning Purposes >Community Worker Support
13	Washington	\$10,000	<u>Basic Program</u> >Parents as Teachers/School Readiness >Child-Care Structured Play with Learning Purposes >Community Worker Support
		\$155,500	

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement between Scholastic, Inc. and Valley High School for March 25, 2015 through June 19, 2015**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Dawn Miller, Assistant Superintendent, Secondary Education**

**PREPARED BY:**    **Dawn Miller, Assistant Superintendent, Secondary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement between Scholastic, Inc. and Valley High School for March 25, 2015 through June 19, 2015. The agreement with Scholastic, Inc. will provide in-class teacher support and administrative training for implementation of the Read 180/System 44 reading intervention programs.

**RATIONALE:**

Read 180/System 44 supports educators with a comprehensive system of curriculum, instruction, and professional development. Scholastic offers comprehensive Read 180/System 44 implementation training and professional development to help teachers grow as professionals, while fostering and sustaining the best teaching practices in their classrooms.

System 44 gives students access to a range of text types with an emphasis on nonfiction to engage students in learning, build critical thinking, and construct knowledge that students need for school and beyond. Read 180 provides strategic reading intervention in three stages, each with unique, age-appropriate content for students in Grades 4–12.

The outcomes hoped to achieve of the agreement between Scholastic Inc. and Valley High School are improved classroom instructional strategies and improved student literacy.

**FUNDING:**

Title I: \$13,794

**RECOMMENDATION:**

Approve the consultant agreement between Scholastic, Inc and Valley High School for March 25, 2015 through June 19, 2015.

DM:sz

# Consultant Approval Request

RECEIVED

MAR 03 2015

BUSINESS SERVICE

<b>Site/Department</b>	Valley High School	Contact Person: David Richey	
		Email Address: david.richey@sausd.us	
		Phone #: 714-241-6410	
<b>Consultant</b>	Name: Scholastic Inc.	Contact Person: Kathi Koch	
	Address: PO Box 7502	Email Address: kkoch@scholastic.com	
	City: Jefferson City	Phone #: (949) 495-8685	
	State/Zip: MO 65102-9968	Fax #: (800) 560-6815	
<b>Date(s) of Service</b>	From: Mar 25, 2015	To: Jun 19, 2015	<b>LCAP Goal Supported By This Services</b> Students receive instruction from well-trained staff
<b>Implications for the District/ Type of Service (Oracle Justification)</b>	<p><b>Objective:</b></p> <ol style="list-style-type: none"> <li>1. Indicate the content of the services.</li> <li>2. Indicate who will participate.</li> <li>3. What is expected to be achieved as a consequence of consultant services as it relates to improving student achievement?</li> </ol> <p>Consultant will provide</p> <p>Services to include in-class teacher support and Administrative training for implementation of the Read 180/ System 44 reading intervention programs. Training will be provided for classroom teachers and Teacher on Special Assignment. Outcomes to include improved classroom instructional strategies and student literacy.</p>		
<b>Amount Not to Exceed</b>	\$ 13,794	<b>Funding Source</b>	Title I, Part A

**PLEASE COMPLETE THE FOLLOWING CHECK LIST PRIOR TO SUBMITTING TO DISTRICT:**  
*All items must be complete and submitted to the Business Services Department prior to the Consultant being placed on the Board Agenda for approval to begin to work.*

Consultant Scope of Work or quote for services

**FOR CONSULTANTS WHO WILL HAVE CONTACT WITH STUDENTS**

Certification by contractor of criminal record check

Fingerprint Certification if available (must be received prior to Consultant beginning work)

**FOR CONSULTANTS WHO WILL HAVE LIMITED OR NO CONTACT WITH STUDENTS**

Designation of Limited Contact

<b>Board Approval Date Requested</b>	<b>District Administrator Approval</b>	<b>Date</b>
Mar 24, 2015	<i>David H. Richey</i>	3/2/15
	<b>Consultant Requested by</b>	<b>Date</b>



# PRICE QUOTATION

Scholastic Inc., P.O. Box 7502, Jefferson City, MO 65102-9968 Phone: (800) 724-6527 Fax: (800) 560-6815

<b>Submitted to:</b> David Richey, Principal Santa Ana USD - Valley High School 1601 E. Chestnut Ave. Santa Ana, CA 92701 714-241-6410 David.Richey@sausd.us	<b>Submitted by:</b> Kathi Koch Account Executive 949-495-8685 kkoch@scholastic.com	<b>Date:</b> 2/11/2015
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Description or Title	ISBN #	List Unit Price	Applicable Discount	Final Unit Price	QTY	Extended Total
<b>Scholastic READ 180 and System 44 NG Literacy Support Services</b>						
<b>Proposal for Valley High School revised for March - June, 2015</b>						
<b>Scholastic In-Class Coaching Services</b>						
READ 180 In-Classroom Support for 2 READ 180 teachers (3 visits each teacher / up to 2 participants / day)	990104	\$2,299.00	\$0.00	\$2,299.00	3	\$6,897.00
System 44 In-Classroom Support for Vanessa Riturban - Newcomer Program - for System 44 NG Standalone program implementation training and data interpretation training	569095	\$2,299.00	\$0.00	\$2,299.00	2	\$4,598.00
Project Management Literacy Services (a la carte) (per day) for Robbie Walsh to support SAM Administration and Data Management	500214	\$2,299.00	\$0.00	\$2,299.00	1	\$2,299.00

Prices are valid through March 31, 2015  
 FAX Purchase Orders to 800-560-6815  
 Scholastic, Jefferson City, Missouri

<b>Discount Total</b>	<b>\$0.00</b>	<b>Subtotal</b>	<b>\$13,794.00</b>
		<b>Shipping/Handling</b>	<b>\$0.00</b>
		<b>Sales Tax</b>	<b>\$0.00</b>
		<b>TOTAL</b>	<b>\$13,794.00</b>

Terms and Conditions: Prices for state-adopted materials include shipping and are valid for the life of the contract. Prices for other materials expire on the date noted. Applicable shipping charges are included for non-state-adopted programs. Scholastic's terms are FOB shipping point unless otherwise noted on the purchase order. Unless otherwise noted, all services must be delivered within 24 months of purchase.

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “**District**” and **Scholastic, Inc.**, hereinafter referred to as “CONSULTANT.”

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

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

NOW, THEREFORE, the parties agree as follows:

Services to be provided by CONSULTANT: **Services to include in-class teacher support and administrative training for implementation of the Read 180/System 44 reading intervention programs. Training will be provided for classroom teachers and Teacher on Special Assignment (TOSA).**

- **Read 180 in-classroom support**
- **System 44 in-classroom support**
- **Project Management literacy services**

1. Term. CONSULTANT shall commence providing services under this AGREEMENT on **04/01/15** and will diligently perform as required and complete performance by **04/30/15**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$600.00** and per attached fee schedule. DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

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

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

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A .  
CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents



to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

**(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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

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

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

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

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

**DISTRICT:**

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

**CONSULTANT:**

**Scholastic, Inc.  
P.O. Box 7502  
Jefferson City, MO 65102**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this **25 Day of March, 2015.**

DISTRICT:

CONSULTANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

Stefanie P. Phillips, E.D.,

Kathi Koch

Printed Name

Printed Name

Deputy Superintendent, Operations, CBO

Account Executive

Title

Title

03/24/2015

Board Approval Date

\_\_\_\_\_ Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement with Dieli Murawka Howe for Period of March 25, 2015 through June 30, 2016**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Mark Chavez, Director, Nutrition Services**  
**Todd Butcher, Director, Construction**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement with Dieli Murawka Howe for the 2014-15 and 2015-16 school year. Dieli Murawka Howe will provide professional consulting and design services intended to improve kitchen and serving area efficiency at various school sites.

**RATIONALE:**

At the January 28, 2014 meeting, the Board approved a consultant agreement with Square 1 Design Group for architectural services. Included in the Request for Proposals (RFP) process Square 1 Design Group included Dieli Murawaka Howe for specialized kitchen design. During the RFP process staff reviewed all architectural firms and specialized consultants and recommended Square 1 Design Group.

The Santa Ana High School kitchen remodel is in its final stages of approval and the project is estimated to begin in the summer of 2015.

As a result of the FCMAT audit in the spring of 2014, Dieli Murawka Howe developed a comprehensive assessment of the districts cafeteria facilities.

This agreement is designed to continue the progress of improving the cafeteria facilities as directed in the assessment provided under the previous agreement.

**FUNDING:**

Cafeteria Fund 13:	2014-15: \$40,000
Nutrition Services Budget	2015-16: \$100,000

**RECOMMENDATION:**

Approve the consultant agreement with Dieli Murawka Howe for the period of March 25, 2015 through June 30, 2016.

SP:mm

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “**District**” and **Dieli Murawka Howe**, hereinafter referred to as “CONSULTANT.”

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

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

NOW, THEREFORE, the parties agree as follows:

Services to be provided by CONSULTANT: **Dieli Murawka Howe will provide professional consulting and design services intended to improve kitchen and serving area efficiency at various school sites.**

1. Term. CONSULTANT shall commence providing services under this AGREEMENT on **March 25, 2015 through June 30, 2016** and will diligently perform as required and complete performance by **recommending cafeteria improvements that will increase efficiencies and design.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$40,000 for 2014-15 and \$100,000 for the 2015-16 school year.** DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any



costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: N/A.

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

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents

to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

**(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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

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

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

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

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

DISTRICT:

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

CONSULTANT:

**Dieli Murawka Howe**  
**6154 Mission Gorge Road**  
**San Diego, CA 92120**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

**This AGREEMENT is entered into this 25<sup>th</sup> Day of March 2015.**

DISTRICT:

CONSULTANT:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Stefanie P. Phillips, E.D.,  
Printed Name

\_\_\_\_\_  
Printed Name

Deputy Superintendent, Operations, CBO  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or Taxpayer Identification

FEE SCHEDULE:

The District shall pay the Consultant for actual services rendered. Services shall be billed on a hourly basis as shown below:

Not to exceed:     **\$40,000 2014-15**  
                              **\$100,000 2015-16**

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement with Fulcrum Management Solutions, Inc., for Period of March 25, 2015 through July 31, 2015**

**ITEM:**                   **Consent**

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement with Fulcrum Management Solutions, Inc., for the period of March 25, 2015 through July 31, 2015.

**RATIONALE:**

Fulcrum Management Solutions will provide a full-service approach to building stakeholder engagement within our community using a process that guides stake holders and staff step-by-step towards resolving issues, opportunities, or decisions. Fulcrum Management Solutions will assist in the design of ideal open-ended stakeholder engagement questions and a comprehensive analysis tool. Fulcrum Management Solutions “Thoughtexchange” process will ensure the District is well equipped to ask the right questions, understand what your stakeholders are thinking, and implement what you have learned to develop the most effective solution. Fulcrum Management Solution’s Insight Platform empowers individual stakeholders to work together to develop mutually beneficial solutions to issues that affect the group at-large. By leveraging information exchange, shared learning, and cognitive diversity, Thoughtexchange helps build strong stakeholder engagement within your community.

**FUNDING:**

General Fund: \$10,000  
 Business Services Budget

**RECOMMENDATION:**

Approve the consultant agreement with Fulcrum Management Solutions, Inc., for the period of March 25, 2015 through July 31, 2015.

## **Thoughtexchange™ US SERVICES AGREEMENT**

This Agreement (“the “Agreement”) sets forth the terms of any services for which you have purchased in addition to those in your Software Subscription Agreement. In the event of a conflict between this Agreement and the Software Subscription Agreement, the Software Subscription Agreement takes precedent. The Definitions contained in the Software Subscription Agreement (“Subscription Agreement”) apply to this Agreement.

### **1. Services**

- 1.1 Fulcrum shall provide any or all of the services listed in Appendix A (the “Services”). The specific Services for which you are subscribed are itemized on the cover page. For any services not listed on the cover page the sections of Appendix A do not apply.
- 1.2 You may request additional Services to the ones you are currently subscribed (The “Additional Services”) at any time during the term of this Agreement. If Fulcrum agrees to provide the Additional Services, a new cover page shall be drafted, which, upon your acceptance, shall form part of this Agreement. At that time the sections of Appendix A related to those new services will apply.
- 1.3 In the course of providing the Services you may request changes beyond the scope of the original Agreement and Fulcrum can then determine at its discretion that these constitute Additional Services. If you wish to have us proceed with the changes we will provide you with a new cover page and, upon your acceptance, this shall form part of this agreement
- 1.4 Our Services may require your involvement to allow delivery of the Services. You agree to provide the following:
  - (a) at least one person to act as a contact with Fulcrum;
  - (b) timely responses to, and participation with, Fulcrum to facilitate any of the Services; and
  - (c) if required, all necessary information required for the facilitation of a Thoughtexchange, including names and email addresses of Participants.

### **2. Checkpoints, Approvals & Permissions**

- 2.1 At several points, you may be asked by Fulcrum to review and approve certain information or Content related to your Services (the “Checkpoints” for Facilitations and the “Approvals” for other Services). **You are solely responsible to approve any Content before it is published, and Fulcrum shall not be liable for the publication of any Content that may be considered inaccurate, inappropriate, defamatory or otherwise unlawful.**
- 2.2 When referred to in this agreement permission is defined to mean written permission received by email, fax or postal mail.

### **3. Ownership of Data**

- 3.1 All data created by you or Fulcrum during the provision of Services, including, but not limited to, text, graphics, logo, pictures, audio and video, is owned by you, and you shall have the right to use it as you see fit and retain it following termination of this Agreement.



## Thoughtexchange™ US Services Agreement

3.2 Any designs, templates or general graphics (ie graphics not directly pertaining to your organization, Thoughtexchange data or Services) remain the property of Fulcrum and can be re-used by us for other customers.

3.3 The ownership provisions in Article 3 shall survive the termination of this Agreement.

### **4. Pricing and Payment**

4.1 You shall pay to Fulcrum the amount listed on the cover page of your Subscription Agreement for the Services to which you are subscribed. Payment is due upon execution of this Agreement and is not refundable unless the agreement is terminated by Fulcrum for unjust cause.

4.2 If, during the term of this Agreement, Additional Services are added to this Agreement as described in Section 1, the fee for those Additional Services shall be outlined on the new cover page and, shall be due and payable immediately.

### **5. Term and Termination**

5.1 This Agreement shall commence as of the date of its execution and shall continue until the Services are completed, or until terminated as provided herein.

5.2 Subject to Article 5.4, either party may terminate this Agreement at any time, without cause, by providing thirty (30) days written notice to the other party. If you cancel the agreement no refund shall be payable. If Fulcrum cancels we will provide a refund based on the proportion of incomplete services..

5.3 Fulcrum may terminate this Agreement immediately if you breach any of the terms of this Agreement, or act in any manner that may be deemed inappropriate or unlawful.

5.4 The Services are only available to you while your Subscription Agreement is active. If your Subscription Agreement is terminated for any reason, this Agreement shall terminate on the effective date of termination of the Subscription Agreement.

### **6. Relationship**

6.1 The Parties agree that the relationship of Fulcrum to you is that of an independent contractor and acknowledge that it is not the intent of the parties to create a relation of employment, partnership, agency or joint venture.

### **7. Indemnification**

7.1 You agree to indemnify, defend and hold harmless Fulcrum from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from any act, omission or breach of this Agreement by you and, in particular, any failure on your part to approve the Content at any Checkpoint.

7.2 The indemnity provisions contained in Article 7 shall survive the termination of this Agreement.

## Thoughtexchange™ US Services Agreement

### **8. Confidential Information**

- 8.1 Fulcrum may have access to certain confidential information related to the provision of Services, including, but not limited to, the names and email addresses of your Users and Participants, access to personal information or data contained in your Thoughtexchange and information about your organization not directly related to your Thoughtexchange. Fulcrum agrees that it will not disclose this confidential information to any third party without prior written approval, and will maintain the confidentiality of the confidential information with at least the same degree of care that it uses to protect its own confidential and proprietary information. The confidentiality provisions in Article 8 shall survive the termination of this Agreement.

### **9. General**

- 9.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.
- 9.2 This Agreement must not be amended except by written consent of both Parties.
- 9.3 You may not assign or transfer your rights under this Agreement.
- 9.4 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect its original intentions and the remainder of the provisions shall remain in full force and effect.
- 9.5 This Agreement, along with your Subscription Agreement or User Agreement with Fulcrum, constitutes the entire understanding and agreement between the Parties and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement.

**APPENDIX A**  
**SERVICES**

**A1 Facilitation/Coaching**

- A1.1 Fulcrum shall provide assistance and instructions for the development and execution of a Thoughtexchange Process ("Training"). Training is also referred to as Coaching. During Training, you shall be responsible for taking all steps necessary to facilitate the Thoughtexchange Process.
- A1.2 In addition to, or in lieu of Training, Fulcrum may perform all or some of the steps required to develop, execute and otherwise facilitate your Thoughtexchange Process ("Facilitation"). During Facilitation, you shall be responsible for approving the Content at all Checkpoints, and Fulcrum shall not be liable for the publication of any Content that you have approved.
- A1.3 Training and Facilitation may be provided in-person, or via telephone, live chat or email.
- A1.4 It is in your sole discretion to determine for which aspects of the Thoughtexchange Process you want Training and for which you want Facilitation.

**A2 Video**

- A2.1 Fulcrum shall film, edit and publish a video that demonstrates the purpose, process and results of your Thoughtexchange Process (the "Video"). You are responsible for reviewing and approving the content of the Video prior to its publication.
- A2.2 You shall be responsible for recruiting and making available persons to appear in the Video. Fulcrum shall be responsible for obtaining releases and permissions from all persons filmed in the Video.
- A2.3 Once the Video has been completed, the Video is your property and you can publish it as you wish. If you give us permission, we may also publish the Video on our website, YouTube, other media sites or in any other marketing materials without further notice to you.

**A3 Website**

- A3.1 Fulcrum shall design, build and publish a website that makes available your Thoughtexchange Process' results and associated analysis and conclusions (the "Website"). The website content is generally provided by us but you may, at your discretion, provide all or some of the content or corrections to the content. You are responsible for reviewing and approving the content before it is published.
- A3.2 During the design phase of the Website the web address (URL) will be active but protected by a login for viewing. We will provide you with this login information. Fulcrum assumes no responsibility for the condition or content of the Website if you choose to disclose this login information to others.
- A3.3 Once the Website is published it will be available generally to the public and Fulcrum may direct others to the Website.

## Thoughtexchange™ US Services Agreement

- A3.4 After the Website is published, no changes may be made other than minor revisions to the content. You are responsible for reviewing and approving the content of any revisions.
- A3.5 Fulcrum shall host the Website on its server, or on a third party server at our discretion. While the parties agree that internet servers are susceptible to occasional outages and down time, Fulcrum shall use its best efforts to ensure that such interruptions are minimal.
- A3.6 If your Agreement is terminated for any reason Fulcrum shall, if requested within 30 days of the termination, provide you with a backup image of the website which you may then host. Fulcrum accepts no responsibility for the hosting of this backup nor any content.

### **A4 EBook**

- A4.1 Fulcrum shall design and build an electronic document that describes the results of one or more of your Thoughtexchange Processes (the "EBook"). The content is generally provided by us but you may, at your discretion, provide all or some of the content or corrections to the content. You are responsible for reviewing and approving the content before it is published.
- A4.2 Once the EBook is completed it is your property and you may make use of it as you wish. If you give us permission, we may then publish it for our own marketing purposes without further notice to you.

### **A5 Customized Reports**

- A5.1 Fulcrum shall construct customized reports, based on your specific request or input, that show the data from one or more of your Thoughtexchange Processes in ways different from the standard reporting built into the software (the "Customized Reports"). You are responsible for reviewing and approving the content before it is published.
- A5.2 Once the Customized Report is completed it is your property and you may make use of it as you wish. If you give us permission we may then publish it for our own marketing purposes without further notice to you.

### **A6 Consolidation**

- A6.1 Fulcrum shall combine together a number of your Thoughtexchange Processes to create a new Thoughtexchange Process which has in it aggregated data from the input Thoughtexchange Processes (the "Consolidation").
- A6.2 There are a variety of options when doing the data aggregation which Fulcrum will discuss with you. You are solely responsible for the choice of these options and must approve the choices prior to running the Consolidation.
- A6.3 The newly generated Thoughtexchange Process is created in your Thoughtexchange System and subject to the same conditions as all other Thoughtexchange Processes, as outlined in your Subscription Agreement.
- A6.4 Once the Consolidation is completed, re-running a Consolidation with different options may entail additional charges, pursuant to Article 1.3 of the Agreement.

## Thoughtexchange™ US Services Agreement

### **A7 Thought Import**

- A7.1 Fulcrum shall import participant thoughts from a spreadsheet (xls or csv format) into a Thoughtexchange Process (the "Thought Import"). You are solely responsible for creating the input data and Fulcrum accepts no responsibility for this content.
- A7.2 Once the Thought Import is completed, you will have opportunity to review and approve the thoughts prior to proceeding further with the Thoughtexchange Process.
- A7.3 Significant changes to the input data which require re-running of the Thought Import may entail additional charges, pursuant to Article 1.3 of the Agreement.

### **A8 Product support**

- A8.1 Fulcrum shall provide support for questions and problems related to our software or services by telephone and email. The specific terms of your support are described on the cover page.
- A8.2 Our support is provided Monday to Friday, 9 am to 5 pm Pacific Time excluding statutory holidays.
- A8.3 We will provide our best efforts to resolve your problems and address your questions in a timely manner.
- A8.4 Web-based training and support materials are provided as-is. Fulcrum makes its best efforts to ensure their accuracy.

### **A9 Consulting**

- A9.1 Fulcrum shall provide consulting advice related to stakeholder engagement processes.
- A9.2 The cover page lists the number of hours that provide a maximum number of hours that Fulcrum is required to provide.
- A9.3 All advice provided by Fulcrum are as-is and are our best judgment based on the information available to us at the time and you remain responsible for all results of that advice.

## ATTACHMENT

### Thoughtexchange™ US SOFTWARE SUBSCRIPTION AGREEMENT Additional Terms

#### Definitions

**“Administrator”** means a Facilitator who is able to use the Administrative Functionality.

**“Administrative Functionality”** means functionality used to manage your Thoughtexchange system including control of authorized users.

**“Content”** means any written, visual or audio materials produced by you and/or your Users that is published or stored on a Thoughtexchange server.

**“Contact”** means any person who has a record in the user database of the system and who may or may not be an authorized Participant or Facilitator

**“Facilitator”** means a Contact that has been authorized to create Thoughtexchange Processes and has access to controlling features of the Thoughtexchange software.

**“Facilitator Application”** means a software application that provides functionality used by a Facilitator to control a Thoughtexchange Process.

**“Fulcrum”** or **“We”** or **“Us”** means Fulcrum Management Solutions Inc.

**“Licensed Time Period”** means the term during which you are licensed to use the Thoughtexchange Software.

**“Participant”** means a Contact that has been authorized to participate in a Thoughtexchange Process but has no access to controlling features of Thoughtexchange.

**“Participant Self Registration”** means the ability for a Participant to add themselves to a Thoughtexchange Process via a web URL.

**“Thoughtexchange”** means the Thoughtexchange product – software and services.

**“Thoughtexchange Process”** means the primary data object created by a Facilitator in order to make use of the Software.

**“Thoughtexchange Software”** means the program software, documentation and other components which provide access to the Thoughtexchange application.

**“Thoughtexchange System”** means your particular instance of the Thoughtexchange Software including your data and licensed options.

**“User”** means any user of Thoughtexchange Software, whether a Facilitator or Participant.

# Thoughtexchange™ US Software Subscription Agreement

## 1. Scope of Agreement

1.1 This Agreement sets forth the terms of your subscription to the Thoughtexchange Software, including the program software used to provide the services and all associated media, printed materials, data, files and information and any online or electronic service or documentation which accompanies the services (the "Software")

## 2. Use of the Software

2.1 Use of the Software by you, or by Facilitators that you authorize to access the Software, is governed by the Thoughtexchange™ Terms of Service Agreement (User) (the "User Agreement"). Facilitators will be required to accept the User Agreement on their first usage of the software. If there is disagreement between a term set forth in this Agreement and a term set forth in the User Agreement, the term contained in this Agreement takes precedence.

2.2 The Software is delivered via two types of program software components: Client Software and Server Software.

2.2.1 Client Software runs on a computer that you or your Participants provide or have access to. This computer must meet the minimum system requirements in order to have access to all of the Thoughtexchange functionality. These system requirements are published on our website ([thoughtexchange.com](http://thoughtexchange.com)) and may change from time to time.

2.2.2 Server Software runs on a computer hosted by us. We also provide all other software components required on the server. You do not need to provide or host anything for the Server Software component of Thoughtexchange.

2.3 Facilitators may only use the Software to create Thoughtexchange Processes for topics related to the business or purpose of your organization. Unauthorized use of the Software may result in a cancellation of your subscription.

## 3. License

3.1 Using the Software requires the use of Fulcrum's program software, which may be hosted on servers or downloaded onto your computer, or both. This program software is licensed, not sold. This Agreement grants you the right to use the program software in connection with the Software, but no other rights. Specifically, you may not modify, alter or tamper with the program software (including without limitation the removal of any copyright or other proprietary notices) or create any derivative works of the program software, or reverse engineer, decompile or disassemble any portion of the program software. You may not lease, sell or otherwise transfer the program software to others.

3.2 Fulcrum retains all rights in the program software, including all patent, copyright, trade secret, trademark and other proprietary rights. You will not derive and may not assert any title or interest in or to such program software.

## 4. Ownership of Data

4.1 All data created by you or your Users, or otherwise contained in your Thoughtexchange System, is owned by you. Fulcrum provides hosting for your data as well as the tools to create and manage your data. The ownership rights in Article 4 shall survive the termination of this Agreement.

## **5. Users**

5.1 This Agreement allows you to provide Participant access to anyone inside or outside your organization. You may provide Facilitator access to those outside of your organization only if such access is an integral part of services you are providing. Otherwise, you may not provide Facilitator access to parties outside of your organization (for free or for a fee) without our express written consent.

5.2 Only the number of Facilitators identified on the cover page of this Agreement may be authorized to act as Facilitators. Each Facilitator account is registered to a specific individual. An account registered to an individual cannot be used by anyone else unless and until the account is transferred to another specific individual using the Administrative Functionality. If the cover page lists "Unlimited Facilitators" or makes no mention of a specific number of Facilitators then there is no limit on the number of Facilitator accounts which can be created or active.

5.3 The number of Contacts that can be created in the Facilitator Application is unlimited. However, only the number of Participants identified on the cover page may be authorized to use the Software at any one time. The Administrative Functionality allows you to control which contacts are authorized to be Participants. Participants who are not authorized will not be able to use the Software. If the cover page lists "Unlimited Participants" or makes no mention of specific number of Participants then there is no limit on the number of Participant accounts which can be active.

5.4 You may alter your Thoughtexchange System licensed options including adding additional User authorizations at any time by paying the applicable subscription fees, in accordance with Article 5, in advance of the next billing cycle.

5.5 The Thoughtexchange software may allow the number of authorized users to temporarily exceed the number permitted by this Agreement. You acknowledge and agree that Fulcrum may, at any time and without notice, manually or automatically reduce the number of authorized users able to access the Software to the number permitted by this Agreement.

5.6 Your Thoughtexchange System is initially set up with one Administrator. You may add additional Administrators using the Administrative Functionality.

## **6. Pricing and Payment**

6.1 The fee for your subscription to Thoughtexchange is itemized on the cover page of this Agreement. Upon execution of this Agreement, we will provide an invoice (or series of invoices) for this amount, including any applicable taxes. Payment is due upon receipt of our invoice(s).

6.2 At any time, you may request additional options to your subscription or services, which will result in additional charges. Fulcrum will provide a new cover page outlining the additions which, upon your acceptance, shall form part of this Agreement. Payment for the new options shall be due immediately.

6.3 Thoughtexchange is licensed on a subscription basis. You purchase a number of months in advance which becomes your Licensed Time Period. You agree to pay all fees to Fulcrum for the subscription period to which the payment applies, plus any amounts due for additional charges, as well as applicable taxes.

6.4 Fulcrum may change its fees at any time and in its sole discretion, provided that any such change shall become effective at the end of the current term of your subscription.



## **7. Term and Cancellation**

7.1 The Term of your subscription is given on the cover page of the Agreement. It defines the Licensed Time Period when you have access to the Software.

7.2 Upon expiry of your term you will have the choice to:

- a) purchase an additional term of multiple months in advance; or
- b) cancel your subscription.

Failure to notify us of your choice will result in cancellation of your subscription.

7.3 You may cancel your subscription at any time by providing us with written notice. No refund is payable of any subscription fees already paid. Fulcrum may cancel your subscription at any time and will issue a refund pro-rated based on the number of months remaining to the end of the term.

7.4 Cancellation, or failure to renew your subscription, will result in suspension of the Software at the time of cancellation or at the end of your paid term. Prior to your termination you may obtain copies of your data using the reporting feature. We will maintain your data for six (6) months after your last month of paid usage. After six (6) months we may, at our discretion, permanently delete your data. You may request us to permanently delete your data anytime within that six (6) month period by providing us notice in writing.

7.5 If your subscription has been cancelled for six (6) months or more, and your data has been deleted as per Article 7.4, you will not be able to renew your subscription and will be required to commence a new subscription.

## **8. Availability**

8.1 Fulcrum will make every reasonable effort to provide continuous access to the Software. Should an extended interruption of service occur, you will be notified as quickly as possible and Fulcrum will estimate to the best of its ability the expected duration of the outage. You will also be notified if scheduled outages are required for preventive maintenance.

8.4 Fulcrum may make available periodic Software upgrades which will include both new functionality and fixes for problems. Fulcrum will use its best efforts to provide upgrades with fixes in a timely manner. These Software upgrades are included in your subscription for the Licensed Time Period.

## **9. Your Responsibility for Content**

9.1 You acknowledge and agree that you, and not Fulcrum, are responsible for the content of all visual, written or audible communications and any other material ("Content") produced by you, your Facilitators and Users, or anyone else who may access the Software under your subscription, that is stored or published on your Thoughtexchange server.

9.2 Fulcrum is not liable for any loss or damages due to use of the Software by you or your Users. It is your responsibility to ensure that your Users have the right to use the Software where you are located, as well as where they are located.

9.3 You agree to indemnify, defend and hold harmless Fulcrum from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from any act, omission or breach by you or your Users of this Agreement, or of the User Agreement signed by you or your Users.

9.4 The indemnification provisions in Article 9 shall survive the termination of this Agreement.

**10. Fulcrum's Responsibility for Content**

10.1 Fulcrum cannot guarantee the availability of the Software in all countries and they may not be available for use in any particular location. You are responsible for following the laws in your state or country.

10.2 Fulcrum makes at least daily backups of the Content in your Thoughtexchange system and stores a copy of the backups in a location separate from the live Content. Fulcrum will use its best efforts to ensure the effectiveness of these backups and, in the event of system failure, Fulcrum will use its best efforts to recover and restore the most current and complete Content available.

10.3 Fulcrum does not guarantee the accuracy, integrity or quality of any Content.

10.4 You and your Facilitators and Participants control the privacy of your Content. Fulcrum will use commercially reasonable efforts to maintain the privacy of the Content stored in the Thoughtexchange system and, except as permitted by this Agreement or otherwise required by law, Fulcrum will not share such Content with anyone outside of Fulcrum without permission. If you grant us permission to use this information publicly you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given.

10.5 Fulcrum will use commercially reasonable efforts to ensure that only Users authorized by you have access to your Content. You, and not Fulcrum, are responsible for conforming to any legal requirements of your jurisdiction concerning data access.

10.6 You acknowledge and agree that Fulcrum may cooperate with any governmental authority in connection with any investigation into your use of the Software, including use in contravention of applicable laws, and may, in accordance with applicable laws, disclose any Content, and any other information pertaining to you or to your use of the Software, to such governmental authority in connection with any such investigation. Notice of Fulcrum cooperation with any such investigation will be provided to you where reasonably possible.

10.7 Fulcrum's responsibilities contained in Article 10 shall survive the termination of this Agreement.

## 11. Collection and Use of Information

11.1 Fulcrum may, at its discretion, use information collected by Fulcrum, including Content, technical or diagnostic information, your suggestions or feedback, for the following purposes only:

- (a) monitor and manage usage by licensed Users and other terms and conditions of this Agreement;
- (b) extract statistical summary data (numerical values summarizing usage and not including any textual information entered by your users), combine the data with data from other Fulcrum customers, and to share this data, from which all customer identifying information has been removed, publicly;
- (c) troubleshoot problems or assist your Users with the Software; or
- (d) improve Fulcrum's products and services.

11.2 You agree that Fulcrum has the right to monitor your use of the Software in order to ensure your compliance with this Agreement, or to comply with any law, order, or requirement of any court or government authority.

11.3 If you provide any information to Fulcrum in addition to Content, Fulcrum will use commercially reasonable efforts to maintain the privacy of this information. If you grant us permission to use this information publicly you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given.

11.4 You agree that Fulcrum may publish or disclose your name (or, if you are a company, the name of your company) as a client of Fulcrum on our website or in written or verbal communications to other existing or prospective clients. No other personal information will be disclosed. If you do not want your name published or disclosed, you may deliver such notice in writing to Fulcrum and Fulcrum will agree to keep this information confidential until or unless such request is revoked.

11.5 Fulcrum's rights contained in Article 11 shall survive the termination of this Agreement.

## 12. Fulcrum's Confidential Information

12.1 We may provide you with information, including software and information we give you about the Software and our related business, that is marked confidential or is received under circumstances that would reasonably lead you to understand it to be our confidential information. You agree that you will not disclose our confidential information to any third party without our prior written approval. You will maintain the confidentiality of our confidential information with at least the same degree of care that you use to protect your own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. If you are a company, you agree to take all reasonable steps to see that your employees, consultants, officers, and agents guard against and prevent disclosure of confidential information and to act in accordance with the confidentiality provisions of this Agreement. You further agree that information will be available to your employees and officers and agents strictly on a "need-to-know" basis.

12.2 You will not be liable for the disclosure of any confidential information which is:

- (a) in the public domain other than by a breach of this Agreement on your part;
- (b) rightfully received from a third party without any obligation of confidentiality;
- (c) rightfully known to you without any limitation on use or disclosure prior to its receipt from us;

## Thoughtexchange™ US Software Subscription Agreement

- (d) independently developed by your employees;
- (e) generally made available to third parties by us without restriction on disclosure; or
- (f) provided in response to a government investigation

12.3 All terms of this agreement are confidential between you and Fulcrum, and, with the exception of the parties' respective advisors and other agents, are not to be discussed with anyone outside of those organizations.

12.4 The confidentiality provisions contained in Article 12 shall survive the termination of this Agreement.

### 13. Limitation of Liability

13.1 Because online services such as Thoughtexchange are inherently complex, Fulcrum cannot warrant that the Software will be entirely error-free or will operate without interruption. Fulcrum warrants that during the term of this Agreement the Software will be free from significant defects.

13.2 Fulcrum's sole responsibilities in the event of an error or defect in Software shall be:

- (i) to use reasonable efforts to correct significant defects in the Software without charge; or
- (ii) to refund a portion the license fee paid to Fulcrum for the Software, pro-rated from the time such defects are first brought to Fulcrum's attention, and terminate your subscription.

13.3 You are solely responsible for the consequences of use of the Software under your subscription. Fulcrum shall in no way be held responsible for the outcome of software usage nor anything resulting from the Content in the Software.

13.4 Fulcrum accepts no responsibility for the consequences of Software unavailability, software bugs or missing features.

13.5 You acknowledge that due to the complexity of software, it is possible that use of the Software could lead to the unintentional loss or corruption of data. You assume all risks of such data loss or corruption; the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption.

13.6 The provisions contained in Article 13 shall survive the termination of this Agreement.

### 14. General

14.1 This Agreement and the User Agreement constitutes the entire agreement between you and Fulcrum with respect to the Thoughtexchange Software and supersedes all prior agreements, understandings and discussions pertaining thereto.

14.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement and/or the User Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND/OR THE USER AGREEMENT.

## Thoughtexchange™ US Software Subscription Agreement

14.3 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties original intentions and the remainder of the provisions shall remain in full force and effect.

14.4 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

14.5 Neither the course of conduct between you and Fulcrum nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties.

14.6 You may not assign or transfer this Agreement without our prior written consent.

14.7 This Agreement inures to the benefit of and is binding on our respective successors and assigns.

**Fulcrum Management Solutions Inc.**  
**Thoughtexchange™ Terms of Service Agreement**

This document together with the attached document setting forth additional terms, is a legal agreement between Fulcrum Management Solutions Inc. and you, Santa Ana Unified School District, the undersigned subscriber. This document and the attachment form a single agreement, referred to in this document and the attachment as this "Agreement."

**This is not an invoice.** An invoice showing taxes and payment options will be provided after acceptance of this agreement.

**Pricing**

Description	Price
1 Thoughtexchange Facilitated Processes For Staff including:	
Thoughtexchange Software*	
Facilitation Services*	
Total	\$10,000.00

\* see attached Attachment A

**Payment & Term**

Your total fee is \$10,000 U.S. Dollars.

Your license begins on March 25, 2015 and expires on July 31, 2015.

This agreement must be accepted by March 25, 2015 to be valid.



Please indicate your acceptance of this agreement and the attachment by email reply or by signing below and returning this cover page to us. By signing or replying you represent that you are authorized to agree to this agreement on behalf of Santa Ana Unified School District. Payment also indicates acceptance of these terms.

**Santa Ana Unified School District**

**Fulcrum Management Solutions Inc.**

By: \_\_\_\_\_

By: Jim Firstbrook

\_\_\_\_\_  
(Above Name Printed)

**Jim Firstbrook**  
\_\_\_\_\_  
(Above Name Printed)

\_\_\_\_\_  
(Title)

**Chief Executive Officer**  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**March 18, 2015**  
\_\_\_\_\_  
(Date)

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement Increase for Government Financial Strategies, Inc.**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to increase the funding amount of consultant agreement for Government Financial Strategies, Inc. At its June 10, 2014 meeting, the Board approved Government Financial Strategies, Inc. consultant agreement in the amount of \$25,000 to provide financial advice and reports on District cash flow and/or debt financing related to G.O. Bonds, COPs, QZABs etc., on an “as needed” basis.

**RATIONALE:**

Due to the new requirements from the Security and Exchange Commission (SEC), additional financial advisory services have been requested from the consultant in order to comply with the SEC requirements.

**FUNDING:**

General Fund: \$15,000

**RECOMMENDATION:**

Approve the consultant agreement increase for Government Financial Strategies, Inc., in the amount of \$15,000 for the 2014-15 school year.



# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Government Financial Strategies, Inc.**, hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: **Provide financial advice and reports on District cash flow and/or debt financing related to G.O. Bonds, COPs, QZABs etc., on an "as needed" basis.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2014** and will diligently perform as required and complete performance by **June 30, 2015**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **\$25,000 (Twenty Five Thousand Dollars)**. DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: **Consultant will charge DISTRICT for costs associated with printing and mailing the preliminary and final official statements, if any. Consultant will not charge the DISTRICT for travel arrangements, lodging, transportation, and meals. All other expenses to be reimbursed by DISTRICT shall be approved in advance by the DISTRICT.**
5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the

DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: **Consultant will supply all tools, and instruments required to perform the services under this Contract.**

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

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

8. Copyright/Trademark/Patent. Every report, study, memo, letter, spreadsheet, worksheet, plan, graph, diagram, map, photograph, computer model, computer disk, computer software and other document or item prepared by CONSULTANT under this AGREEMENT and provided to and paid for by DISTRICT (the "Work Product") shall be the property of DISTRICT, and DISTRICT shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to CONSULTANT. CONSULTANT may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that CONSULTANT shall not provide any Work Product not previously made available to the public to any third party without DISTRICT's prior approval, unless compelled to do so by legal process. If DISTRICT reuses or modifies any Work Product for a use or purpose other than that intended by this AGREEMENT,

then DISTRICT shall hold CONSULTANT harmless against all claims, damages, losses and expenses arising from such reuse or modification.

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

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless: Both parties shall indemnify, defend, protect, and hold harmless the other party, its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney's fees) directly arising from any negligent act or omission, willful misconduct or violation of law of the other party.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30)

day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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

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

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

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

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after

deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the Addresses of the parties are as follows:

DISTRICT:

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

CONSULTANT:

**Government Financial Strategies, Inc.  
1228 N Street, Suite 13  
Sacramento, CA 95814**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this **1st Day of July, 2014**.

DISTRICT:

By:

  
Signature

Stefanie P. Phillips, Ed.D., CBO

Printed Name

Deputy Superintendent, Operations

Title

June 10, 2014

Board Approval Date

CONSULTANT:

By:

  
Signature

Lori Raineri

Printed Name

President, Government Financial Strategies, Inc.

Title

95-4193488

Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET****March 24, 2015****Board Meeting**

**TITLE:** Approval of Consultant Agreement Increase for Justin Wu for Oracle Programming Services

**ITEM:** Consent

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

**PREPARED BY:** Camille Boden, Executive Director, Risk Management

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to increase the funding amount of the consultant agreement for Justin Wu. At its August 26, 2014 meeting, the Board approved Justin Wu consultant agreement in the amount of \$25,000 to provide Oracle programming services related to Health Benefit eligibility files. Phase 1 of the upgrade addressed the current group numbers associated with Blue Shield and the analysis of Blue Shield's file requirements. Phase 1 also addressed Delta Care (Dental) eligibility files.

The increase is to continue with Phase II to update the Oracle Benefits Module as it relates to eligibility files. The District sends the eligibility files electronically to all our Providers (Blue Shield, Kaiser, Delta Dental, ACSIG, and VSP). The files are sent on a weekly basis for Active employees and on a monthly basis for Retirees. This year we are making changes to the eligibility files due to new Group Numbers associated with new ACA plan offerings. In addition, the District is involved in a 5010 upgrade for government compliancy. The 5010 is due to the requirement that employers upgrade the data standard to current government compliancy standards for electronic data exchange. The Standard dictates what type and in what order the District is allowed to transfer data. For example, a data standard requirement would enforce that the first data point for each subscriber must be their birth date in a YYYYMMDD format.

Also, Blue Shield is requiring a second layer of more specific requirements. The Blue Shield Facets upgrade involves translating our data to Blue Shield terminology. Blue Shield has internally upgraded their own system to Facets and the only way for Blue Shield to be able to interpret SAUSD data is to send it in the Facets format. For example, a facets requirement would enforce that all active CLASSIFIED HMO members are sent with a Facets Class ID of "1" and Facets Subgroup ID of "B".

The District will also be required to update the format of our eligibility files that we electronically send to Express Scripts (self-insured Pharmacy Plan) for Blue Shield members.

**RATIONALE:**

Formatting of the District's Benefits Eligibility Files will need to be completed before Open Enrollment in May. The District will also need to send out new member cards for Blue Shield and Express Scripts (Pharmacy) in June.

**FUNDING:**

Risk Management Fund 69: \$50,000

**RECOMMENDATION:**

Approve the consultant agreement increase for Justin Wu for Oracle programming services, in the amount of \$50,000 for the 2014-15 school year.

SP:mm

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Justin Wu**, hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONSULTANT: Consultant will provide the District functional review of operations with a focus on organizational efficiencies, data analysis, and enhanced utilization of technology through a process analysis approach-Oracle programming.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **September 1, 2014** and will diligently perform as required and complete performance by **June 30, 2015**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$25,000** and per attached fee schedule.

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

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: **NA**

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not



limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: NA

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

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

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

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

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

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

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

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

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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

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

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

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

DISTRICT:

**Santa Ana Unified School District  
1601 East Chestnut Ave.  
Santa Ana, Calif. 92701**

CONSULTANT:

**Justin Wu  
2555 N. Main St. #4011  
Irvine, CA 92614**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this **27th** Day of **August, 2014**.

DISTRICT:

CONSULTANT:

By:   
Signature

By:   
Signature

Stefanie P. Phillips, Ed.D.  
Printed Name

Justin Wu  
Printed Name

Deputy Superintendent  
Title

Consultant  
Title

8-26-14  
Board Approval Date

602-30-7086  
Social Security or Taxpayer Identification

**FEE SCHEDULE:**

The District shall pay the Consultant for actual services rendered. Services shall be billed on an hourly basis as shown below:

Not to exceed	\$
\$ per hour	\$ 80.00
	\$
	\$

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement Increase for Matthew Williams Enterprises, LLC for 2014-15 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:**   **Doreen Lohnes, Assistant Superintendent, Support Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement increase for Braille Transcriber, Matthew Williams, to cover costs for the remainder of the 2014-15 school year.

**RATIONALE:**

At its June 10, 2014 meeting, the Board approved the Consultant Agreement with Matthew Williams Enterprises, LLC in the amount of \$7,000 to provide braille transcription for special education. To address the needs of students with visual impairments, the services of a qualified certified Braille transcriber are required and there are no transcribers on staff. The primary responsibility is to translate printed material and text into Braille for students with visual impairments and blindness. The increased cost will result in an annual total contract of \$14,000.

**FUNDING:**

Special Education: \$7,000

**RECOMMENDATION:**

Approve the consultant agreement increase for Matthew Williams Enterprises, LLC for the 2014-15 school year.

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Matthew Williams Enterprises, LLC** hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONSULTANT:** Consultant will provide Braille Transcription for special education.
2. **Term.** CONSULTANT shall commence providing services under this AGREEMENT on **March 25, 2015** and will diligently perform as required and complete performance by **June 30, 2015**.
3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$14,000** and per attached fee schedule.  
DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.
4. **Expenses.** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
5. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they

relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

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

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

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

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

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to



CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use

of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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

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

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

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

DISTRICT:

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

CONSULTANT:

**Matthew Williams  
26205 Normandy  
Roseville, MI 48066**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

\* Increase, Board Approval: March 24, 2015

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this 1<sup>st</sup> Day of July 2014.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Matthew Williams

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Deputy Superintendent, Operations, CBO

Braille Transcriber

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

March 24, 2015

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification

**FEE SCHEDULE:**

The District shall pay the Consultant for actual services rendered. Services shall be billed on an hourly basis as shown below:

Nemeth (math, science and chemistry)	\$ 3.00 per page
Music braille (no tactile drawings)	\$ 4.25 per page
Tactile drawings for math	\$ 5.25 per page
Tactile drawings for science and chemistry	\$ 6.25 per page
Tactile drawings for music	\$ 7.25 per page

\*The amounts are total amounts and not to be added together for a page cost.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement Increase for ProCare One Nurses for 2014-15 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:**   **Doreen Lohnes, Assistant Superintendent, Support Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement increase for CareerStaff Unlimited, Inc. dba ProCare One Nurses, to cover costs for the remainder of the 2014-15 school year.

**RATIONALE:**

At its August 26, 2014 meeting, the Board approved the Consultant Agreement with CareerStaff Unlimited, Inc. dba ProCare One Nurses in the amount of \$12,000, to provide temp nurses and Licensed Vocational Nurse services for the District. At its October 28, 2014 meeting the Board approved an increase of \$48,000 in light of the sick leaves of nurses and additional services for students with diabetes and other health procedures. An additional \$4,000 is requested to cover respite care services at Mitchell Child Development Center as provided in infants' Individualized Family Service Plans. The increased cost will result in an annual total contract of \$64,000.

**FUNDING:**

Special Education: \$4,000

**RECOMMENDATION:**

Approve the consultant agreement increase for ProCare One Nurses for the 2014-15 school year.

## STAFFING SERVICES AGREEMENT

THIS STAFFING SERVICES AGREEMENT ("Agreement") is entered into effective September 9th, 2014 (the "Effective Date"), by and between CareerStaff Unlimited, Inc., DBA ProCare One Nurses, LLC ("Company"), and Santa Ana Unified School District ("Client").

I. **SERVICES.** Company, as a provider of medical staffing services, shall furnish to Client qualified professional healthcare personnel ("Personnel") on an as-needed, as available basis and in accordance with this Agreement's terms. Qualified Personnel are those individuals who meet the state-established licensing board standards and guidelines for their respective profession, and have had criminal background checks obtained by Company.

II. **TERM AND TERMINATION.** This Agreement shall have an initial term of one (1) year (the "Term") commencing on the Effective Date, shall automatically renew for additional terms of one (1) year each, and may be terminated, with or without cause, at any time by either party effective upon delivery to the other of no less than thirty (30) days prior written notice of termination.

### III. ADDITIONAL RIGHTS, DUTIES AND OBLIGATIONS OF COMPANY.

A. **Personnel Information.** Company shall maintain and provide to Client, upon written request, the following information for any Personnel:

- i. A copy of current license, registration, or certification.
- ii. Proof of completion of educational requirements, continuing education where required.
- iii. Proof of insurance coverage, as defined herein.
- iv. Confirmation that a background check was completed.
- v. Confirmation that a drug screen was completed, if applicable.
- vi. Document(s), if available, required for audit and accreditation activities.

B. **Company Employees.** All Personnel assigned to Client under this Agreement shall be employees of Company. Company shall assume sole and exclusive responsibility for the payment of wages to Personnel for services performed by them. Company shall be responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by state law.

### IV. ADDITIONAL RIGHTS, DUTIES AND OBLIGATIONS OF CLIENT.

A. **Supervision and Instruction.** Client is responsible for supervision and instruction of the Personnel regarding policies, procedures, and Client operation, specifically including, but not limited to all necessary Client safety procedures, equipment handling, and services to be rendered. Client shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

B. **Acceptance of Personnel.** Client retains the right to determine, within reasonable discretion, which Personnel shall be accepted for initial or repeated service. Client shall provide Company with advance notification of Client's staffing needs.

C. **Right to Dismiss.** Client maintains the right, per its own policies and procedures, to require any Personnel to leave its premises immediately. Client shall notify Company of any and all such actions as soon as practicable.

**D. Incident Reporting.** Client shall notify Company as soon as practicable of any Client policy and procedure violation that results in potential professional liability or workplace injury incident involving Company Personnel. Additionally, Client shall notify Company of any unsatisfactory performance or conduct involving Personnel. All Client requests to have Personnel removed from an assignment shall be performed in writing with reference to specific Client policies and procedures. Client shall provide Company with performance evaluations upon the completion of, or, if requested, during each assignment.

**V. NON-SOLICITATION.** During the term of this Agreement and for one (1) year following termination, Client shall not, directly or indirectly (*e.g.*, by hiring or using another individual or entity that hires Company's employees or contractors, or as an owner, client, manager, partner, member or five percent (5%) or more shareholder), employ or contract with any Company employee, agent or representative who provided, managed or otherwise was involved in the provision of Services to the Client during the term of this Agreement. Client shall not induce any Company employee, agent or representative to terminate his/her relationship with Company. Client shall notify Company of its intent to hire any Company employee, agent or representative introduced to Client during the term of this Agreement or for a period of one (1) year following this Agreement's termination. Client shall pay Company a fee upon employment of any such individual. The fee shall be equal to thirty percent (30%) of the first year salary, including bonuses, offered to the individual by Client. The fee shall be due and payable on the first day of employment of the individual with Client.

## **VI. COMPENSATION.**

**A. Billing Rates.** Company's billing rates are established in the attached Addendum A. Billing rates may be changed upon thirty (30) days written notice by Company to Client.

**B. Billing and Payment Terms.** Client shall pay Company for Personnel provided and charges pursuant to this Agreement. Company shall invoice, every seven (7) days, for Personnel provided by Company to Client. Client shall pay Company within thirty (30) days from the invoice date. Any outstanding balance not paid within forty-five (45) days of the invoice date shall be subject to a late payment charge of one and one-half percent (1.5%) per month, eighteen percent (18%) annual rate or such lesser amount as necessary to ensure that such late charge does not exceed the maximum allowable by law. If Company assigns the account balance to a collection agency or an attorney for legal action, all subsequent collection charges and reasonable legal fees, costs, and expenses shall be paid by Client. Client acknowledges that Client's responsibility to pay Company for personnel provided under this Agreement is separate and distinct from its ability to collect payment for such personnel's services from the patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

**C. Termination for Non-payment.** Notwithstanding any other provision in this Agreement, Company may immediately terminate this Agreement at any time without notice if payment for services is not received by the forty-fifth (45<sup>th</sup>) day after the invoice is mailed.

**VII. INDEPENDENT CONTRACTOR.** In the execution and performance of this Agreement, Company and Client are and shall be at all times acting as independent contractors. Nothing in this Agreement is intended or shall be construed or be deemed to create between Company and Client an employer-employee relationship, a joint venture relationship, or a partnership. Except as provided in the Agreement, neither party shall have nor exercise any control or direction over the method or means by which the other party shall perform its duties or services under this Agreement.

## VIII. INSURANCE AND INDEMNIFICATION.

A. **Company's Insurance.** Company shall maintain, at Company's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Company will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased, or hired by Provider with a combined single limit not less than one million dollars (\$1,000,000) per occurrence. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Company shall maintain workers' compensation insurance for all of Company's staff in amounts required by the laws of the state in which Client is located, although Company may elect to self-insure for workers compensation insurance, pursuant to applicable law. Company shall cause its insurer to deliver to Client thirty (30) days prior written notice of any expiration or cancellation of such policies and, upon request, Company shall provide written proof of coverage to Client. Client shall be listed as an additional insured to general and professional liability policies.

B. **Client's Insurance.** Client shall maintain, at Client's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Client shall maintain workers' compensation insurance for all of Client's staff in amounts required by the laws of the state in which Client is located, although Client may elect to self-insure for workers compensation insurance, pursuant to applicable law. Client shall cause its insurer to deliver to Company thirty (30) days prior written notice of any expiration or cancellation of such policies, and, upon request, Client shall provide written proof of coverage to Company.

C. **Mutual Indemnification.** Each of Company and Client (the "Indemnifying Party") hereby indemnify the other, its affiliates, directors, officers, agents, and employees (the "Indemnified Party"), and hold the Indemnified Party harmless from and against any and all claims, demands, liabilities, cause or causes of action, and attorney's costs, fees, and reasonable expenses whatsoever, pertaining to all aspects of the Indemnifying Party's services, business, contracts and dealings whatsoever, except to the extent such acts are related to or arising out of negligent acts or omissions, willful misconduct, or breach of this Agreement by the Indemnified Party.

## IX. CONFIDENTIALITY.

A. **Information.** Each party to this Agreement, by virtue of entering into this Agreement, shall have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party shall not, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, any confidential or proprietary information of the other party without the other party's express prior written consent, except pursuant to its duties hereunder. The parties agree to adhere to applicable laws, regulations, and client policies related to the confidentiality of pupil records.

B. **Terms of this Agreement.** Except for disclosure to their legal counsel, accountants, or financial advisors, neither party shall disclose the terms of this Agreement, to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.

X. **HIPAA.** **Addendum B** is hereby incorporated into the terms of this Agreement for purposes of compliance with applicable laws and regulations with respect to confidentiality of protected health information.



**XI. CIVIL RIGHTS.** Each of Company and Client shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of either party's activities.

**XII. MISCELLANEOUS.**

**A. Financial Assurance.** Client warrants that it has sufficient assets to support the costs of this Agreement.

**B. Notices.** Any notices or other communications required or permitted under this Agreement shall be sufficiently given if sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) recognized overnight couriers addressed as follows:

**Company:**  
ProCare One Nurses, LLC  
4041 MacArthur Blvd #150  
Newport Beach, CA 92660  
Attn: Jeff Carlson  
Telephone: 888-747-7600  
Facsimile: 949-251-0454

**Client:**  
Santa Ana Unified School District  
1629 S. Center Street  
Santa Ana, CA 92702  
Telephone: 714-558-5832  
Facsimile: 714-433-3450

**With copy to:**  
ProCare One  
18831 Von Karman Ave, Suite 400  
Irvine, California 92612  
Attn: Corporate Contracts Counsel  
Telephone: 949.255.7100  
Facsimile: 949.255.7057

or such other address as shall be furnished in writing by either of the Parties. Any such notice or communication shall be deemed to have been given as of three (3) business days after the date so mailed or one (1) business day after deposit with such overnight courier for next day delivery.

**C. Compliance with "Do Not Fax" Regulation.** Client hereby grants Company permission to deliver to Client via facsimile information concerning Company's products and services.

**D. No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company or Client any rights, remedies, obligations, or liabilities whatsoever

**E. Assignment.** This Agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, shall inure to the benefit of and be binding on the successors and assigns of the respective parties. Notwithstanding the foregoing, Company may assign this Agreement to a parent corporation, affiliate, or successor in interest without Client's consent.

F. **Governing Law.** This Agreement shall be governed by, interpreted and enforced in accordance with California law.

G. **Attorney's Fees.** In the event of any litigation by any party to enforce or defend itself under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorneys fees as provided for by California law.

H. **Waivers.** A waiver by either party of one or more terms, conditions, rights, duties, or breaches shall not constitute a waiver of any other.

I. **Open Records Requirements.** If compensation payable hereunder exceeds Ten Thousand Dollars (\$10,000) per annum, Company hereby agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO"), Client and Intermediary and their authorized representatives, all contracts, book, documents and records that are necessary to certify to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, Company hereby agrees, if services are to be provided by subcontract, to make available to the HHS, GAO, Client and Intermediary or their authorized representative, all contracts, book, documents, and records that are necessary to certify the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder within fourteen (14) days of request.

J. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified or waived, in any respect whatsoever, except by written agreement signed by the parties.

COMPANY AND CLIENT hereby execute this Agreement effective the day and year first written above.

COMPANY: PROCARE ONE NURSES, LLC

CLIENT: SANTA ANA UNIFIED SCHOOL DISTRICT

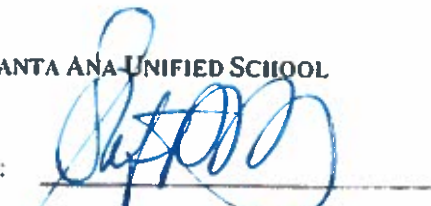
Sign Name:



Print Name: Jeff Carlson

Title: Area Manager

Sign Name:



Print Name: Stefanie P. Phillips, Ed.D., CBO

Title: Deputy Superintendent

**ADDENDUM A:**  
**PROCARE ONE NURSES, LLC**

**Rate Schedule**

Effective Date: *SEPTEMBER 9<sup>th</sup>, 2014*

	<b>Hourly Rate</b>
Physical Therapist	\$67.00
Physical Therapy Assistant	\$57.00
Occupational Therapist	\$69.00
Certified Occupational Therapy Assistant	\$59.00
Speech Language Pathologist	\$79.00
Speech Language Pathology Assistant	\$55.00
School Psychologist	\$80.00
Registered Nurse	\$55.00
Licensed Vocational Nurse	\$36.00

**CALL BACK CHARGES:** If the staff member is required to return to Client outside of scheduled hours, a one-hour minimum charge shall be incurred by Client. If the staff member is required to remain in Client for longer than one hour, the actual time on site shall be charged to Client. The rate charged would be time and ½ the hourly bill rate.

**CANCELLATION POLICY:** For any assignments longer than 1 month in length, a 30 day cancellation notice must be provided before ending the assignment. For any assignment that is less than 1 month in length, 48 hours (business days) must be provided to end the assignment.

**OVERTIME** will be billed at one and one-half times the regular rate for time in excess of eight (8) hours per day, 40 (forty) hours per week, or the first eight (8) hours of the seventh (7<sup>th</sup>) consecutive day of work. **DOUBLE TIME** will be billed for all time in excess of 12 (twelve) hours per day, or any time in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work.

A **HOLIDAY** rate of one and one-half (1½) times the regular bill rate will be charged for assignments on the following days: New Years Eve (Evening and Night shifts), New Years Day, Memorial Day, The 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, Christmas Eve Day (Evening and Night shifts), and Christmas Day.

**EXCEPTIONS:** Should any assignment require an adjustment to the above listed rates, a confirmation letter shall be provided to Client confirming the adjusted rate. Said confirmation letter must be executed by both Company and Client prior to the start of the assignment.

**COMPANY: PROCARE ONE NURSES, LLC**

**CLIENT: SANTA ANA UNIFIED SCHOOL DISTRICT**

Sign Name: 

Sign Name: 

Print Name: Jeff Carlson

Print Name: Stefanie P. Phillips, Ed.D.

Title: Area Manager

Title: Deputy Superintendent, Operations

Date: *SEPTEMBER 9<sup>th</sup>, 2014*

Date: October 2, 2014

**ADDENDUM B:**  
**BUSINESS ASSOCIATE ADDENDUM**  
**HIPAA PRIVACY COMPLIANCE**

**THIS BUSINESS ASSOCIATE ADDENDUM** ("Addendum") supplements and is made a part of the Staffing Services Agreement to which it is attached ("Agreement"). is entered into by and between Santa Ana Unified School District (herein, "CE") and ProCare One Nurses, LLC, who is or may be a business associate pursuant to HIPAA (herein, "BA"), and is made effective with the Agreement ("Addendum Effective Date").

**WHEREAS**, CE wishes to disclose certain information to BA pursuant to the terms of the Addendum, some of which may constitute Protected Health Information ("PHI") and/or electronic Protected Health Information ("ePHI").

**WHEREAS**, CE and BA intend to protect the privacy of PHI and ePHI disclosed to or created or received by BA pursuant to the Addendum in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "Privacy Rule" and the "Security Rule") and other applicable laws.

**WHEREAS**, the purpose of this Addendum is to satisfy certain standards and requirements of the Privacy Rule, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), and the Security Rule, including but not limited to CFR Title 45 Sections 164.308(b) and 164.314(a) as the same may be amended from time to time.

**IN CONSIDERATION** of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

**I. DEFINITIONS.**

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule and Security Rule. In the event of a conflict between the definitions in this Addendum and the definitions in the Privacy Rule or Security Rule, the definitions in the conflicting rule shall be applied.

Protected Health Information ("PHI") means any information, whether oral or recorded in any form or medium, including ePHI (as defined below), that

- a. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and
- b. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and
- c. Is limited to the information created or received by BA from or on behalf of CE.

Electronic Protected Health Information ("ePHI") is a subset of PHI and means PHI that is transmitted by or maintained in electronic media. References herein to PHI shall include ePHI.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

Rules means both the Privacy Rule and the Security Rule.

Disclose means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

Use means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization

Secretary means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

Data aggregation means, with respect to PHI created or received by an BA in its capacity as a Business Associate of a CE, the combining of such PHI by the BA with the PHI received by the BA in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

Individual means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Required By Law means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.

## **II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

1. Nondisclosure. BA shall not use or disclose CE's PHI other than as permitted or required by this Addendum or as required by law.
2. Minimum Necessary. BA shall use or further disclose PHI only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of CE.
3. Safeguards. BA shall use appropriate safeguards to prevent use or disclosure of CE's PHI otherwise than as provided for by this Addendum.
4. Reporting of Unauthorized Disclosures. BA shall report to CE any use or disclosure of CE's PHI not provided for by this Addendum of which BA becomes aware.
5. Mitigation. BA shall mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Addendum.
6. BA's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides PHI received from, or created or received by BA on behalf of, CE agree to the same restrictions and conditions that apply to BA through this Addendum with respect to such PHI.
7. Access to PHI. BA shall provide access to CE, at the request of CE, and in the time and manner designated by CE, to PHI or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR 164.524. This provision shall apply if BA possesses PHI in any form.
8. Documentation of Disclosures. BA shall document such disclosures of PHI and information related to such disclosures as would be required for CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Accounting of Disclosures. BA shall provide to CE or an individual, in time and manner designated by CE, information collected pursuant to this Addendum, to permit CE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Amendment of PHI. BA shall make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR 164.526 at the request of CE or an Individual, and in the time and manner designated by CE. This provision shall apply if BA possesses PHI in any form.
11. Internal Practices. BA shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE, or created or received by BA on behalf of CE, available to the CE, or to the Secretary, for purposes of the Secretary determining CE's compliance with the Rules.
12. Security of ePHI and Reporting of Security Incidents. BA shall maintain ePHI in a fashion that preserves:
  - a. Availability, i.e. the property that data or information is accessible and useable upon demand by an authorized person; and
  - b. Confidentiality, i.e. the property that data or information is not made available or disclosed to unauthorized persons or processes; and
  - c. Integrity, i.e. the property that data or information have not been altered or destroyed in an unauthorized manner.

BA shall develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI that BA creates, receives, maintains, or transmits on CE's behalf as required by the Security Rule. BA shall report to CE any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of CE's Electronic Protected Health Information or (B) interference with BA's system operations in BA's information systems, of which BA becomes aware.

## **III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

1. Permitted Uses and Disclosures. Except as otherwise limited in this Addendum, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of CE as specified in the Agreement provided such use or disclosure does not violate the Rules if done by the CE.

2. Use for Management and Administration. Except as otherwise limited in this Addendum, BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
3. Disclosure for Management and Administration Except as otherwise limited in this Addendum, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:
  - a. Disclosures are required by law or
  - b. BA obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and
  - c. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Data Aggregation. Except as otherwise limited in this Addendum, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.
5. Report Violations of Law. Except as otherwise limited in this Addendum, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j)(1).

#### **IV. OBLIGATIONS OF COVERED ENTITY.**

1. Notice of Privacy Practices. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 CFR 164.520, as well as any changes to such notice
2. Changes in permission. CE shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
3. Notification of Restrictions. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

**V. PERMISSIBLE REQUESTS BY COVERED ENTITY.** CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the Rules if done by CE.

#### **VI. TERM AND TERMINATION.**

1. Term. The Term of this Addendum shall be effective as of the Addendum Effective Date, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to the CE, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance the termination provisions in this Section.
2. Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:
  - a. Provide an opportunity for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Addendum and the underlying Agreement;
  - b. Immediately terminate this Addendum and the underlying Agreement if BA has breached a material term of this Addendum and cure is not possible; or,
  - c. Report the violation to the Secretary if neither cure of the breach nor termination of this Addendum is feasible.
3. Effect of Termination. Except as provided in paragraph (4) of this section, upon termination of this Addendum, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
4. Inability to Return or Destroy upon Termination. In the event that BA determines that returning or destroying PHI is not feasible, BA shall notify CE in writing of the conditions that make return or destruction infeasible. If return or destruction of the PHI is infeasible, BA shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

**VII. INDEMNIFICATION.** BA shall indemnify and hold CE harmless from and against all claims, damages, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, costs and expenses relating to or arising out of any breach or alleged breach of this Addendum or disclosure of PHI in violation of applicable law or regulation.

## VIII. MISCELLANEOUS.

1. Regulatory References. A reference in this Addendum to a section in the Rules means the section as in effect or as amended, and for which compliance is required.
2. Amendment. The Parties shall take such action as is necessary to amend this Addendum from time to time for CE to comply with the requirements of the Rules.
3. Survival. The respective rights and obligations of BA under Section VI.3, VI.4 and VII of this Addendum shall survive the termination of this Addendum.
4. Interpretation. This Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy Rule, Security Rule, and applicable state laws. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits CE to comply with the Privacy Rule, Security Rule, and applicable state laws.
5. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under this Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon claimed violation of the Rules, except where BA or its subcontractor, employee or agent is a named adverse party.
6. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE or BA any rights, remedies, obligations, or liabilities whatsoever.
7. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	1-617-531-6000	<b>CONTACT NAME:</b> <b>PHONE:</b> <b>I/A/C No. Ext.:</b> <b>E-MAIL ADDRESS:</b>	<b>FAX:</b> <b>(A/C, No.)</b>																					
<b>INSURED</b> CareerStaff Unlimited, Inc. dba ProCare One Nurse, LLC  101 Sun Avenue, NE Albuquerque, NM 87109		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER B</td> <td></td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	CONTINENTAL CAS CO	20443	INSURER B			INSURER C			INSURER D			INSURER E			INSURER F		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A	CONTINENTAL CAS CO	20443																						
INSURER B																								
INSURER C																								
INSURER D																								
INSURER E																								
INSURER F																								

**COVERAGES**                      **CERTIFICATE NUMBER:** 41029572                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab. <input checked="" type="checkbox"/> Claims Made GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HAZ 4032145503-0	12/01/13	12/01/14	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY Per a Joint \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						W/C STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$
	<b>Medical Professional Liab</b> (Retro Date: Various)			HAZ 4032145503-0	12/01/13	12/01/14	Each Med. Incident 3,000,000 *Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*GL and MPL Policy subject to a combined \$3,000,000 policy aggregate and is inclusive of the applicable policy deductible.  
The Certificate Holder is included as an Additional Insured with respects to General Liability as required by written contract.

<b>CERTIFICATE HOLDER</b>  Santa Ana Unified School District Attn: Deputy Superintendent  1629 S. Contor Street  Santa Ana, CA 92702  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

12/5/22

Name (as shown on your income tax return)  
**ProCare One Nurses, LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
 Other (see Instructions) ▶

Exemptions (see instructions)  
**SEP 20 2014**  
 Exempt payer code (if any) \_\_\_\_\_  
 Exempt payee code (if any) \_\_\_\_\_

Address (number, street and apt. or suite no.)  
**4041 MacArthur Blvd. Suite 150**  
 City, state, and ZIP code  
**Newport Beach, CA 92660**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

Employer identification number

3	3	-	0	9	2	8	0	7	7
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here    Signature of U.S. person ▶     Date ▶ **2/26/14**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding. If you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and  
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received the rules under section 1446 require a partnership to presume that a partner is a foreign person and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement Increase for RCS Investigations & Consulting, LLC**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Hector Rodriguez, Ed.D., Chief of School Police**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to increase the funding amount of the consultant agreement for RCS Investigations & Consulting, LLC. At its June 10, 2014 meeting, the Board approved RCS Investigations & Consulting, LLC in the amount of \$8,000 to provide pre-employment background investigations for School Police Officers.

**RATIONALE:**

Due to vacant police officer job positions within the Santa Ana School Police Department, additional pre-employment background investigations are necessary.

**FUNDING:**

General Fund: \$5,600

**RECOMMENDATION:**

Approve the consultant agreement increase for RCS Investigations & Consulting, LLC, in the amount of \$5,600 for the 2014-15 school year.

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **RCS Investigations & Consulting, LLC** hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: **RCS to conduct pre-employment background investigations for School Police Officers.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2014** and will diligently perform as required and complete performance by **June 30, 2015.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$8,000 (eight thousand dollars)** and per attached fee schedule.

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

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

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they

relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

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

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

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

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

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to

CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use

of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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

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

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

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

DISTRICT:

Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701

CONSULTANT:

RCS Investigations & Consulting, LLC.  
PO BOX 29798  
Anaheim Hills, CA 92809-9798

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this        **Day of**        .

DISTRICT:

CONSULTANT:

By: \_\_\_\_\_  
Signature

By: Charlie Chavez  
Signature

Stefanie P. Phillips, Ed.D., CBO

Charlie Chavez

Printed Name

Printed Name

Deputy Superintendent, Operations

MANAGING PARTNER

Title

Title

Board Approval Date

20-5065414

Social Security or Taxpayer Identification

FEE SCHEDULE:

The District shall pay the Consultant for actual services rendered. Services shall be billed on an hourly basis as shown below:

\$1,500 FLAT FEE FOR COMPLETED BACKGROUND  
\$  
\$  
\$



**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Student Teacher, Intern, and/or Fieldwork Agreement with California State University, Fullerton; California State University, Long Beach; California State University, Los Angeles; and Concordia University**

**ITEM:**                   **Consent**

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

**PREPARED BY:** **Alicia Skibby, Program Specialist, Human Resources**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the student teacher, intern, and/or fieldwork agreements with California State University, Fullerton; California State University, Long Beach; California State University, Los Angeles; and Concordia University. The programs will provide additional guidance for pre-service teachers, counselors, school site administrators and/or school psychologists to obtain credentials and/or licenses with support through coursework and observations. The program will increase the percentage of credentialed teachers, counselors, and/or school psychologists.

**RATIONALE:**

The student teacher, intern, and fieldwork placements are a required component of a preliminary credential or licensure program. Student teachers and interns will have a master teacher, mentor and a university supervisor providing guidance and feedback on their performance and teaching practice in order to meet program requirements. Counselors, school site administrators and school psychologists also receive support and guidance from District staff as well as university program supervisors. The program would assist in increasing the percentage of qualified instructors, counselors, school administrators and/or school psychologists that meet the standards of the Commission on Teacher Credentialing and/or licensing board.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve of the student teacher, intern, and/or fieldwork agreement with California State University, Fullerton; California State University, Long Beach; California State University, Los Angeles; and Concordia University.

  
MAM:nr:ca

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. T140087B**

**THIS AGREEMENT** is entered into by and between the State of California through the Trustees of the California State University on behalf of California State University, Fullerton (collectively referred to herein as "University") and SANTA ANA UNIFIED SCHOOL DISTRICT, as identified below and hereinafter referred to as "Affiliate." Both University and Affiliate (collectively referred to as the "Parties") hereby

**WITNESSETH**

**WHEREAS**, Affiliate is authorized to enter into agreements with University in order to provide teaching experience through practice teaching to students enrolled in teacher training curricula of University; and

**WHEREAS**, any such student enrolled in teacher training curricula of University who are assigned to a location under Affiliate jurisdiction shall be referred to herein as a "student teacher" or collectively as "student teachers"; and

**WHEREAS**, any such agreement may provide for payment for services rendered by Affiliate's employee(s), i.e. supervisor teacher(s), as of an amount not to exceed the actual cost to Affiliate of the services rendered; and

**WHEREAS**, it has been determined between the parties hereto that payments to be made to Affiliate under this Agreement do not exceed the actual cost to Affiliate for the services rendered; and

**WHEREAS**, the honorarium of payment provided herein is intended to be transmitted promptly by the Affiliate to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge.

**NOW, THEREFORE**, it is mutually agreed between University and Affiliate as follows:

**SPECIAL PROVISIONS**

**UNIVERSITY and AFFILIATE** are identified as follows:

**UNIVERSITY:** California State University, Fullerton  
2600 E. Nutwood Ave.  
Fullerton, CA 92831

of Orange County

**AFFILIATE:** SANTA ANA UNIFIED SCHOOL DISTRICT  
1601 E. Chestnut Ave.  
Santa Ana, CA 92701

of Orange County

The **TERM** of this Agreement is from: 03/25/2015 through 06/30/2019.

University shall remit to Affiliate payment for services completed as described herein at the **RATE of \$25.00 per semester unit of practice teaching per assigned student teacher** upon verification of invoice(s) and review of supervisory teacher evaluation, both of which are to be submitted at the close of each semester. *Instructions related to invoice submission shall be provided to Affiliate separately from this Agreement.*

No guarantee is either expressed or implied in regard to the number of student teachers who may be assigned to Affiliate in any given semester during the **TERM**. Furthermore, this Agreement may be terminated at any time by written mutual agreement or upon 30 days' advance written notice by one party to the other, **PROVIDED**, **HOWEVER**, that in no event shall said termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

This Agreement supersedes all previous Student Teaching Agreements for the **TERM** indicated.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. T140087B**

**GENERAL TERMS**

1. Affiliate shall provide practice teaching experience to assigned student teachers in schools and classes under the jurisdiction of Affiliate on a semester basis. Such practice teaching shall be provided under direct supervision and instruction of Certified Teachers of Affiliate, as Affiliate and University, through their duly authorized representatives, may agree upon.

Affiliate may, at its sole discretion, refuse to accept for practice teaching any student of the University assigned to practice teaching at a location under Affiliate jurisdiction. Upon request of Affiliate, University, at its sole discretion, shall terminate the assignment of said student teacher and henceforth reassign said student teacher either to another location within Affiliate jurisdiction or to a location outside of Affiliate jurisdiction, as appropriate.

"Practice teaching" as used herein and elsewhere in this Agreement implies active participation in duties and functions of classroom teaching under directly supervised instruction by Affiliate employees holding valid professional clear or life diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing said Affiliate employees to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. University shall remit payment to Affiliate for performance by Affiliate's employee(s) of all services required to be performed under this Agreement, including submission of invoice, at the RATE set forth in the Special Provisions for each semester unit of practice teaching as defined herein.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching conducted per day, five (5) days per week, for eighteen (18) weeks.

For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching conducted per day, three (3) days per week, for eighteen (18) weeks during regular session.

3. An assignment of a student teacher to practice teaching in schools or classes in Affiliate jurisdiction shall be at the discretion of the University and either for a period of approximately nine (9) weeks or for a period of approximately eighteen (18) weeks, and a student teacher may be given more than one (1) assignment by the University to practice teaching in such schools or classes.

Assignment of a student teacher to practice teaching in the jurisdiction of Affiliate shall be deemed to be effective for purposes of this Agreement as of the date on which the student teacher presents to the proper authorities of Affiliate the assignment card or other document given to the student teacher effecting such assignment but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student teacher to practice teaching is terminated by the University for any reason, the Affiliate shall receive payment on account of such student teacher, except in such cases where such assignment is terminated before the end of the ninth week of the assignment, in which case Affiliate shall receive payment for an assignment of nine (9) weeks only.

If a student teacher is assigned by the University to another supervising teacher or location within the jurisdiction of Affiliate after a student teacher assignment has become effective, this reassignment shall be considered for payment purposes as an entirely new and separate assignment. In the event of such reassignment, the supervising teacher who supervises the majority of the assignment and submits the required evaluation shall be considered qualified for payment purposes.

Absences of a student teacher from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student teacher by Affiliate.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. T140087B**

4. Within a reasonable time following the close of each semester of University, Affiliate shall submit an invoice, in triplicate, to University for payment at the RATE provided herein for all semester units of practice teaching provided by Affiliate under and in accordance with this Agreement during said semester. Affiliate shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of Affiliate certifying that the Affiliate expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University shall pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State of California.
5. Notwithstanding any other provisions of this Agreement, University shall not be obligated by this Agreement to pay Affiliate any amount in excess of the RATE as set forth in the Special Provisions, any amount for services provided outside of the TERM of this Agreement, or any amount for services which do not comply with the requirements stated herein.
6. ~~INDEMNIFICATION. Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of, or resulting from, negligent acts or omissions of the indemnifying party. [See Addendum]~~
7. **FINGERPRINTING/BACKGROUND CHECKS.** In accordance with California Education Code Section 44320(d), each credential candidate prior to assignment to Affiliate must obtain at their sole expense a "Certificate of Clearance," which includes a completed Live Scan Service. The University will ensure that each student teacher receives this Certificate prior to reporting to any assignment in the jurisdiction of Affiliate.
8. **INSURANCE.** The California State University Risk Management Authority (CSURMA) maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a "claims-made" basis for claims which are both made against the Insured during the Policy Period and reported to the Carrier as soon as practicable but not later than three (3) years after the Policy Period for claims arising from Professional Services which are rendered or Incidents which occurred during the Policy Period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty, and staff of the CSU. Affiliate institutions to which the University is obligated by written agreement to provide such coverage are included as additional insureds.

Coverage includes General, Professional, & Educator's Errors and Omissions Liability. Coverage limits are one million (\$1,000,000) each loss and three million (\$3,000,000) aggregate for all Covered Parties and not per student.

9. **GOVERNING LAW.** This Agreement shall be executed under the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.
10. **CERTIFICATION.** Please indicate the accurate statement below with an "X" and, if necessary, enter the date of Board approval.

Affiliate Representative signing hereto certifies that this Agreement has received necessary Board approval(s), thereby permitting 1) the University to assign students to one or more schools in jurisdiction of Affiliate for the purpose of practice teaching, and 2) the Affiliate to authorize the same. Board approval of this Agreement is recorded in the Minutes for the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. A copy of the relevant portion of said Minutes shall be made available upon University request.

Affiliate Representative attests that Board approval is NOT required for this Agreement.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. T140087B**

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties named below.

**AUTHORIZED BY UNIVERSITY:  
CALIFORNIA STATE UNIVERSITY,  
FULLERTON**

**AUTHORIZED AFFILIATE REPRESENTATIVE:  
SANTA ANA UNIFIED SCHOOL DISTRICT**

By: 

Signed:

Angela Petruso

Print:

Title: Buyer III, Contracts & Procurement

Title:

Date: 02/17/15

Date:

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

ADDENDUM No. 1 to: Santa Ana Unified School District, Agreement No. T140087B

This Addendum shall serve to incorporate the following modification(s), clarification(s), and/or additional requirement(s) of either Affiliate or University into the above-referenced Student Teaching Agreement as indicated and shall not otherwise modify any item(s), term(s), and/or condition(s) contained therein.

- 1) **Addition to General Terms, 3.** "In the event that a student teacher has access to personally identifiable Affiliate student information, the student teacher agrees to comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and California Education Code."
- 2) **Replacement in its entirety of General Terms, 6. INDEMNIFICATION.** "Affiliate shall defend, indemnify, and hold harmless the University, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion with and to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence, willful misconduct, or intentional omissions of Affiliate including its officers, employees, and agents.

University shall defend, indemnify, and hold harmless Affiliate, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion with and to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence, willful misconduct, or intentional omissions of University, including its officers, employees, and agents."

- 3) **Additions to General Terms, 7. FINGERPRINTING/BACKGROUND CHECKS.** "In accordance with California Department of Justice Penal Code 11105.3 and California Education Code Section 45125.1, as applicable, no student teacher shall be placed in fieldwork experience at any Affiliate location under this Agreement until a background check by the Department of Justice, including fingerprint clearance, is initiated and received by Affiliate. All associated fees and/or costs for such background check conducted by Affiliate shall be the sole responsibility of the assigned student teacher. Subsequent arrest records received by Affiliate may be cause for an Affiliate review of continued student teacher suitability. Affiliate shall then be granted sole discretion to remove any student teacher from the fieldwork assignment, as permitted by this Agreement (General Terms, Section 1.). This requirement does not replace and is in addition to the Certificate of Clearance which shall be secured for each student teacher by University prior to assignment.

As permitted by California Education Code Section 49406, no student teacher shall be placed in fieldwork experience at any Affiliate location under this Agreement until student teacher has presented to Affiliate acceptable documentation of an examination performed by a licensed physician or surgeon (as defined in EC 49406) certifying that said student teacher is free of active tuberculosis within the sixty-day (60-day) period immediately preceding commencement of the assignment. All associated fees and/or costs associated with such examination and certification shall be the sole responsibility of the assigned student teacher."

**IN WITNESS WHEREOF**, this Addendum has been approved for incorporation into the aforementioned Agreement by the authorized parties named below.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**FOR UNIVERSITY:**  
CALIFORNIA STATE UNIVERSITY,  
FULLERTON

**FOR AFFILIATE:**  
SANTA ANA UNIFIED SCHOOL DISTRICT

By: 

By: \_\_\_\_\_

Print: Angela Petruso

Print: \_\_\_\_\_

Title: Buyer III, Contracts & Procurement

Title: \_\_\_\_\_

Date: 02/17/15

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc 100 Pine Street - 11th Floor San Francisco, CA 94111	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 415-403-1400      FAX (A/C, No): E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802	INSURER A: Lloyd's of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 134077824      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE      OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC		0621PTRU00714	7/1/2014	5/30/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				WC STATUS      OTHER LOSS LIMITS      PER E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$
A	Student Professional Liability Insurance Program (SPLIP)		E0621PTRU00714	7/1/2014	5/30/2015	\$2,000,000      Each Claim \$4,000,000      Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF COVERAGE	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## EDUCATIONAL AFFILIATION AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and Santa Ana Unified School District ("District").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the District shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the District ("Party or Parties") agree as follows:

I. **EDUCATIONAL PROGRAMS** – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Check all that apply:

- Exhibit A - Early Fieldwork, consisting of   1   page
- Exhibit B - Basic Credential Programs, consisting of   5   pages
- Exhibit C - Educational Administration, consisting of   3   pages
- Exhibit D - School Counseling, consisting of   3   pages
- Exhibit E - School Psychology, consisting of   3   pages

II. **GENERAL PROVISIONS**

- A. **Term of Agreement** - The term of this Agreement shall be operative from date of full execution until 05/31/2020. Either Party may terminate this agreement upon forty-five (45) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their education experience until that student completes their placement work.
- B. **Relationship of Parties** – District (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. **Indemnification** - Both Parties are public entities under Government Code §895.2. Pursuant to Government Code §895.4 each Party shall assume liability for bodily injury or death and property damage caused by its negligence or willful misconduct arising from or connected with its performance under this agreement to the extent that such liability would be imposed in the absence of Government Code section §895.2. Each Party shall indemnify and hold the other harmless from and against any damage, demand, cause of action, claim loss, cost, expense or liability that may be imposed on such other Party by virtue of Government Code §895.2, arising from or connected with its performance under this Agreement. The provisions of Civil Code §2778 are made a part hereof.
- D. **Insurance**- Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. Students shall maintain general and professional liability, as well as educator's errors & omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 for each occurrence and \$4,000,000 general aggregate.
- E. **Confidential Student Information**- Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). District shall not release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. **Finger-Printing**- If District determines that the services provided by University's students involve more than limited contact with students, University agrees that University shall require any students providing services pursuant to this Agreement shall be finger-printed as arranged by the District before services commence pursuant to California Education Code §45125.1.
- G. **Services Responsibility**- District retains professional and administrative responsibility for services rendered at the District.
- H. **Tuberculosis Testing**- If District determines that the services provided by University's students involve more than limited contact with students, University agrees that University shall require any students providing services pursuant to this Agreement to submit to District the results of a recent tuberculosis test.



**CALIFORNIA STATE UNIVERSITY, LONG BEACH**  
**DISTRICT AFFILIATION AGREEMENT**  
**Exhibit B**  
**BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING**

WHEREAS, the District is authorized to enter into agreements with the University, to provide single subject, multiple subject, and/or education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the Master Teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The State University and the District are as follows:

California State University, Long Beach  
1250 Bellflower Blvd, BH-345  
Long Beach, CA 90840

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

**SPECIAL PROVISIONS**

1. **Scope of Services:** The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, the University may pay the District for the performance by the District for all services required to be performed under this agreement at the rates set forth below for each semester unit of practice teaching. The District shall be notified not less than 60 days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by the University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the practice teaching experience.

3. **Assignment:** An assignment of a student of the University to practice teaching in schools or classes of the District shall be at the discretion of the University. An assignment is typically for approximately eight (8) weeks or for approximately twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, the District shall receive payment for an assignment for eight (8) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, the District, within 45 days following the close of each semester or quarter of the University, shall submit an invoice and stipend report to the University for payment at the rate provided herein for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The Master Teacher Stipend Report shall be executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. A sample stipend report is attached.

The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

5. **Termination:** The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to practice teaching in the District. The University may, upon good cause, withdraw from practice teaching at any time any student of the University assigned to practice teaching in the District.

SCHOOL DISTRICT

Santa Ana Unified School District

By: \_\_\_\_\_

\_\_\_\_\_  
Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on \_\_\_\_\_, 20\_\_\_\_.

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the \_\_\_\_\_ is hereby authorized to execute the same."

Santa Ana Unified School District  
(District)

\_\_\_\_\_  
(County)

By \_\_\_\_\_  
Clerk, Secretary (strike one) of the Governing Board of the School District

## BILLING PROCEDURES

After the agreement has been fully executed:

1. The University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to program offices for Multiple Subject or Single Subject. It is imperative that the subject matter be included on the mailing address to avoid any delays in invoice processing.**

College of Education  
1250 Bellflower Blvd.  
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to the University Accounts Payable.
3. There is no direct transaction between the University and the Master Teachers. The contractual arrangement is between the University and the District.



**DISTRICT AFFILIATION AGREEMENT**  
**Exhibit C**  
**EDUCATIONAL ADMINISTRATION PROGRAM**

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for graduate students in the Educational Administration Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the Educational Administration Credential and would further the professional training of such students; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the students as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**RESPONSIBILITIES OF THE UNIVERSITY**

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the student regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the student shall be eligible for fieldwork only after formal review and recommendation by the program.
4. The UNIVERSITY will assure that acceptance of the student will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELDWORK SITE.
5. The UNIVERSITY will assure that the student will participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.
6. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

**RESPONSIBILITIES OF THE STUDENT**

1. The student will conform to the administrative policies, standards and practices of the FIELDWORK SITE and to the ethical and legal standards of the profession.
2. The student shall identify himself/herself to the public as a student in the Educational Administration Program who is completing fieldwork at the FIELDWORK SITE.
3. The student will provide his/her own transportation to the FIELDWORK SITE.
4. The student will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
5. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.



6. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the Educational Administration Program Standards.
7. The student will provide the supervising school administrator at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
8. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements into the fieldwork experience.
9. The student will obtain a written evaluation of performance from the FIELDWORK SITE supervisor at least once each assignment and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork assignment.
10. The student will notify the FIELDWORK SITE of illness, accident, or any other situation which does not allow the student to meet the prearranged program at the FIELDWORK SITE.
11. The student will inform the UNIVERSITY of any changes in the on-site schedule.
12. Students (and faculty advisors) are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

#### **RESPONSIBILITIES OF THE FIELDWORK SITE**

1. The FIELDWORK SITE will provide opportunities for the student to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. The FIELDWORK SITE will provide opportunities for the student to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The FIELDWORK SITE will accept no more graduate students from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two students.
5. The FIELDWORK SITE will provide the student with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices.
6. The FIELDWORK SITE will designate one school administrator who has at least two years experience in school administration to serve as the primary supervisor. The student may also work with other experienced school administrators for specific activities.
7. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school administrator engaging in broad and diverse service delivery.
8. The FIELDWORK SITE agrees that the designation of fieldwork supervisor is subject to the approval of the UNIVERSITY.
9. The FIELDWORK SITE supervisor will evaluate student competencies, oversee all student professional activities in the district, and provide guidance throughout the student's professional growth and development.

10. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the student's performance with written reports of that evaluation near the end of each university semester.
11. The FIELDWORK SITE assures that the student will receive ongoing supervision, especially at the beginning of the fieldwork experience.
12. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any fieldwork assignment when the student's performance is unsatisfactory, when personal characteristics prevent relationships within the FIELDWORK SITE, or when health status is a detriment to the student's successful completion of the fieldwork assignment. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.
13. The FIELDWORK SITE will advise the University of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.

**CALIFORNIA STATE UNIVERSITY, LONG BEACH**  
**DISTRICT AFFILIATION AGREEMENT**  
**Exhibit D**  
**SCHOOL COUNSELING PROGRAM**

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the School Counseling credential and would further the professional training of such candidates; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the candidates as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**RESPONSIBILITIES OF THE UNIVERSITY**

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the candidate regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the candidate shall be eligible for fieldwork only after formal review and recommendation.
4. The UNIVERSITY will assure that acceptance of the candidate for fieldwork will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the candidate will participate in the fieldwork placement for the duration of the agreed upon semester(s).
6. The UNIVERSITY and the FIELDWORK SITE agree that selection and placement of candidates shall not discriminate against a candidate for reasons of race, sex, creed, color or age.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

**RESPONSIBILITIES OF THE CANDIDATE DURING FIELDWORK**

1. If required for employment with the school district, the candidate will forward to the FIELDWORK SITE the Pupil Services School Counseling Credential or the Pupil Personnel Services School Counseling Internship Credential.
2. The candidate will conform to the administrative policies, standards and practices of the FIELDWORK SITE, and to the ethical and legal standards of the profession.

3. The candidate shall identify himself/herself to the public as a candidate in the CSULB School Counseling Program.
4. The candidate will provide his/her own transportation to the FIELDWORK SITE.
5. The candidate will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
6. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
7. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the School Counseling Program Standards.
8. The candidate will provide the supervising school counselor at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
9. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements in the fieldwork experience.
10. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The candidate will obtain a written evaluation of performance from the FIELDWORK SITE supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
12. The candidate will notify the FIELDWORK SITE of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at the FIELDWORK SITE.
13. The candidate will inform the UNIVERSITY of any changes in the on-site schedule.
14. Candidates and faculty advisors are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

#### **RESPONSIBILITIES OF THE FIELDWORK SITE**

1. The FIELDWORK SITE will provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. The FIELDWORK SITE will provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.
4. The FIELDWORK SITE will accept no more candidates from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and, except in pre-negotiated circumstances, any one supervising school counselor will provide concurrent supervision for no more than two candidates.
5. The FIELDWORK SITE will provide the candidate with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.

6. The FIELDWORK SITE will assure that the candidate will be free to participate in university seminars regarding the fieldwork experience and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The FIELDWORK SITE will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
8. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school counselor engaging in broad and diverse service delivery.
9. The FIELDWORK SITE agrees that the designation of a fieldwork supervisor is subject to the approval of the UNIVERSITY.
10. The FIELDWORK SITE supervisor will evaluate candidate competencies, oversee all candidate professional activities in the district, and provide guidance throughout the candidate's professional growth and development.
11. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
12. The FIELDWORK SITE assures that the candidate will receive face-to-face supervision for a minimum of one hour per week, although more hours per week may be needed, especially at the beginning of the fieldwork experience.
13. The FIELDWORK SITE assures that the workload of the candidate will not exceed fifty (50) percent of what a credentialed school counselor would work; candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between the FIELDWORK SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The FIELDWORK SITE assures that the candidate will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate work space (including privacy for meetings), appropriate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
15. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any candidate whose performance is unsatisfactory, whose personal characteristics prevent relationships within the FIELDWORK SITE, or whose health status is a detriment to his/her successful completion of the fieldwork experience. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.
16. The FIELDWORK SITE will advise the University of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.

**CALIFORNIA STATE UNIVERSITY, LONG BEACH**  
**DISTRICT AFFILIATION AGREEMENT**  
**Exhibit E**  
**SCHOOL PSYCHOLOGY PROGRAM**

WHEREAS, INTERNSHIP SITE is able to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY and;

WHEREAS, this experience is the culminating educational experience leading to the School Psychology Credential and would further the professional training of such interns, and;

WHEREAS, INTERNSHIP SITE believes the services to be provided by the interns as part of their learning experience would be of benefit to INTERNSHIP SITE, and;

WHEREAS, it is to the mutual benefit of the parties hereto that interns of the UNIVERSITY use the education facilities of the INTERNSHIP SITE for their internship.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**RESPONSIBILITIES OF THE UNIVERSITY**

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the INTERNSHIP SITE.
2. The UNIVERSITY shall complete periodic evaluations of the intern regarding his/her performance at the INTERNSHIP SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the INTERNSHIP SITE supervisor.
3. The UNIVERSITY will recommend the candidate for the School Psychology Internship Credential after a formal review of the candidate's qualifications.
4. The UNIVERSITY will assure that acceptance of student as an intern will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the intern will participate in the INTERNSHIP program for the duration of the academic or school year.
6. The UNIVERSITY and the INTERNSHIP SITE agree that selection and placement of interns shall not discriminate against a student for reasons of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the INTERNSHIP SITE.

**RESPONSIBILITIES OF THE INTERN**

1. If required for employment with the school district, the intern will forward to the INTERNSHIP SITE the School Psychology Internship Credential (State of California) or the Pupil Personnel Services Credential (State of California).

2. The intern will conform to the administrative policies, standards and practices of the INTERNSHIP SITE, and to the ethical and legal standards of the profession.
3. The intern shall identify himself/herself to the public as a "School Psychology Intern."
4. The intern will provide his/her own transportation to the INTERNSHIP SITE.
5. The intern will obtain prior written approval of the INTERNSHIP SITE and the UNIVERSITY before publishing any materials relating to the internship experience.
6. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will set times, location and responsibilities pertaining to the internship experience.
7. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will plan activities in each area included in the NASP School Psychology Program Standards (i.e. the 8 standards within the NASP Blueprint III).
8. The intern will provide the supervising school psychologist at the INTERNSHIP SITE with a copy of the Program's articulated Visions and Outcomes as well as the recommended Continuum of Experiences (i.e. Blueprint for Best Practices III according to the National Association of School Psychologists)
9. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will integrate course requirements in the internship experience.
10. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The intern will obtain a written evaluation of performance from the INTERNSHIP SITE supervisor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the internship course.
12. The intern will notify INTERNSHIP SITE of illness, accident or any other situation, which does not allow the intern to meet the prearranged program at the INTERNSHIP SITE.
13. The intern will inform the UNIVERSITY of any changes in the on-site schedule.
14. Interns and faculty advisors are advised to conduct a thorough investigation of the potential INTERNSHIP SITE to determine any unique or unusual personal safety issues, which may be present.

### **RESPONSIBILITIES OF THE INTERNSHIP SITE**

1. The INTERNSHIP SITE will provide opportunities for the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. The INTERNSHIP SITE will provide opportunities for the intern to develop professional competencies with a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status.
3. The INTERNSHIP SITE will advise the UNIVERSITY of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The INTERNSHIP SITE will accept no more interns or graduate students from the UNIVERSITY than the INTERNSHIP SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.

5. The INTERNSHIP SITE will provide the intern with a thorough orientation to the INTERNSHIP SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The INTERNSHIP SITE will assure that the intern will be free to participate in UNIVERSITY seminars regarding internship and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The INTERNSHIP SITE will designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
8. The INTERNSHIP SITE will assure that the designated supervisor will serve as a model school psychologist engaging in broad and diverse service delivery.
9. The INTERNSHIP SITE agrees that the designation of an intern supervisor is subject to the approval of the UNIVERSITY.
10. The INTERNSHIP SITE supervisor will evaluate intern competencies, oversee all intern professional activities in the district, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
11. The INTERNSHIP SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each university semester.
12. The INTERNSHIP SITE assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
13. The INTERNSHIP SITE assures that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between the INTERNSHIP SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The INTERNSHIP SITE assures that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.
15. The INTERNSHIP SITE assures that the intern will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
16. The INTERNSHIP SITE may notify in writing to the UNIVERSITY, the desire to terminate or cancel any intern whose performance is unsatisfactory, whose personal characteristics prevent relationships within the INTERNSHIP SITE, or whose health status is a detriment to his/her successful completion of the internship. Prior to cancellation or termination, the INTERNSHIP SITE and the UNIVERSITY will consult about the proposed action.
17. The INTERNSHIP SITE will advise the University of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.



**CALIFORNIA STATE UNIVERSITY, LONG BEACH  
DISTRICT AFFILIATION AGREEMENT**

**Exhibit A  
EARLY FIELDWORK**

WHEREAS, the District is authorized to enter into agreements with the University to provide early fieldwork experiences for students enrolled in University programs to prepare educational professionals,

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The State University and the District are as follows:

California State University, Long Beach

1250 Bellflower Blvd, BH-345  
Long Beach, CA 90840

Santa Ana Unified School District

1601 East Chestnut Avenue  
Santa Ana, CA 92701

**SPECIAL PROVISIONS**

1. **Scope of Services:** The District shall provide to University students educational experiences through early fieldwork placements in schools and classes of the District not to exceed the stipulations set forth in these Special Provisions. Such professional experiences shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.

"Early fieldwork" as used herein and elsewhere in this agreement means participation in one or more of a variety of professional preparation activities, typically as a course requirement, under the direct supervision of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.

2. **Compensation:** There is no compensation by the University for the services of the District professional.
3. **Assignment:** The assignment of a student of the University for early fieldwork placements in schools or classes of the District shall be at the discretion of the University, with the agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of the University class.
5. **Termination:** The District may, for good cause, refuse to accept for early fieldwork any student of the University who requests an early fieldwork placement in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to an early fieldwork placement in the District. The University may, upon good cause, withdraw from an early fieldwork placement at any time any student of the University assigned to an early fieldwork placement in the District.

California State University Long Beach  
1250 Bellflower Blvd.  
Long Beach, CA 90840

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Agreement Number: 13-085-1110  
Amendment #2

**STUDENT FIELD PLACEMENT AGREEMENT**

The original Agreement dated 11/15/10, between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University" and Santa Ana Unified School District, hereinafter called "District" for field placement of University students at Facility is hereby amended as follows.

*Exhibit A, Early Fieldwork*, as herein attached, is incorporated into the Agreement.

All other terms and conditions remain the same.

**California State University Long Beach**  
1250 Bellflower Blvd., BH-346  
Long Beach, CA 90840-0123

**Santa Ana Unified School District**  
1601 East Chestnut Avenue  
Santa Ana, CA 92701  
Phone:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

**Andrew Calderon, Contract Manager**  
\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA STATE UNIVERSITY, LOS ANGELES  
STUDENT TEACHING AGREEMENT**

**THIS AGREEMENT** entered into by and between the State of California through the Trustees of the California State University on behalf of California State University, Los Angeles, 5151 State University Drive, Los Angeles, CA 90032, noted below, all of which are hereinafter called State or State University, and *Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, CA 92701-6322* noted below, hereinafter called the District:

**WITNESSETH**

**WHEREAS**, the District is authorized to enter into agreements with California State University, Los Angeles to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University, and *Santa Ana Unified School District*, noted below, hereinafter called the District:

**WHEREAS**, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services; and

**WHEREAS**, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the services rendered by the District; and

**WHEREAS**, the honorarium of payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

**NOW, THEREFORE**, it is mutually agreed between the California State University, Los Angeles and *Santa Ana Unified School District* as follows:

**SPECIAL PROVISIONS**

The State University and District are as follows:

**STATE UNIVERSITY**

California State University, Los Angeles, 5151 State University Drive, Los Angeles, CA 90032

**DISTRICT**

*Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, CA 92701-6322* Orange County

The Term of the Agreement is from **March 25, 2015 to June 30 of 2016.**

The SERVICES to be provided by District to State shall not exceed 24 quarter unit (s).

The STATE shall pay District for such services in the AMOUNT of \$16.67 per quarter unit,  
Not to exceed a total payment to District of **\$400.08**

**GENERAL TERMS**

1. The District shall provide to State University students, teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of certified Teachers of the District, as the District and State, through their duly authorized representatives may agree upon.

The District may, at its sole discretion, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District. Upon request of the District, at its sole discretion, the State University shall terminate the assignment of any student of the State University to practice in the District.

“Practice Teaching” is used herein and elsewhere in this agreement means active participation in the duties and functions of classrooms teaching under the direct supervision instruction of employees of the District holding valid professional clear or life diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days per week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the Districts shall be at the discretion of the State, for approximately ten (10) weeks, but a student may be given more than one (1) assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other and document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the quarter units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in triplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The State will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State.
5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.
6. The student(s) during the course and scope of work for the District is not considered an employee of either the District or the State/State University for the purposes of this placement.
7. The District shall provide State University upon request with evidence of insurance coverage for the following exposures and limits: General Liability Insurance with \$1,000,000 per occurrence and \$2,000,000 general aggregate; and Workers' Compensation coverage at statutory limits as set forth by the State of California. For the General Liability insurance the District shall name the State of California, Trustees of California State University, CSULA and the officers, employees, volunteers and agents of each of them as additional insured's. The policies shall provide for thirty (30) days advance written notice to the State University of cancellation of any of the insurance coverage, and provide for acceptability of insurers rating with AM Best of A:VII or equivalent unless otherwise agreed to by the State University.

The University shall provide District upon request with evidence of insurance coverage for the following exposures and limits: General Liability Insurance with \$1,000,000 per occurrence and \$2,000,000 general aggregate; and Workers' Compensation coverage at statutory limits as set forth by the State of California. For the General Liability insurance the District shall name the District, Trustees of Santa Ana School District, SAUSD and the officers, employees, volunteers and agents of each of them as additional insured's. The policies shall provide for thirty (30) days advance written notice to the State University of cancellation of any of the insurance coverage, and provide for acceptability of insurers rating with AM Best of A:VII or equivalent unless otherwise agreed to by the State University.

**INDEMNIFICATION**

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other part harmless from all liability for damage to persons or property arising out of, or resulting from, negligent acts or omissions of the indemnifying party.

**STATE OF CALIFORNIA**  
Trustees of The California State University  
CALIFORNIA STATE UNIVERSITY,  
LOS ANGELES

**SCHOOL DISTRICT**  
*Santa Ana Unified School District*

By: \_\_\_\_\_  
Tina T. Mueller

By: \_\_\_\_\_

Title: Buyer III, Lead of  
Procurement & Contracts

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION**

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on \_\_\_\_\_, 2015.  
(Month, Day)

“It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the \_\_\_\_\_ is hereby authorized to execute the same.”

Santa Ana Unified School District

(District)

Orange

(County)

By \_\_\_\_\_  
Clerk, Secretary (strike one) of the Governing  
Board of the School District

Revised 11/15/0

---

**UNIVERSITY USE ONLY:**

Amount Encumbered: **\$400.08**

Adj. Increasing Encumbrance:

Adj. Decreasing Encumbrance:

Program Category: Instructional Support, Master Teaching Program

Item: 6610-001-01 Statute: 03 Fiscal Yr: 2014/2016

Object of Expenditure: 613001-SF130-201400-01430

Signature of Accounting Officer:

# Concordia University

of Irvine, California

## AGREEMENT

THIS AGREEMENT entered into this first day of July, 2015, by and between  
Concordia University of Irvine, California, hereinafter called the University, and  
*Santa Ana Unified School District*

hereinafter called the District:

## WITNESSETH

WHEREAS, pursuant to the provisions of Section 44320 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher training curricula of such institutions; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

### GENERAL TERMS

1. "Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of District employees holding valid credentials issued by the State of California, Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.
2. The District shall provide teaching experience through student teaching in schools and classes of the District in terms of a defined unit of time for students of the University possessing valid preliminary certificates and assigned by the University to student teaching in schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.
3. If either the District or the University concludes that a particular assignment is not beneficial to the elementary or secondary school class(es) involved, and/or the cooperating teacher, and/or the student teacher, that assignment may be terminated. If the District and the University mutually agree, another assignment within the District may be pursued.
4. Cooperating teachers agree to (a) participate in training to develop and maintain the skills needed to work effectively with student teachers, including the provisions of SB2042; (b) provide a model for the student teacher by demonstrating effective teaching strategies on a regular basis; (c) develop a plan that progresses from observation to increased responsibility for teaching as the student teacher demonstrates enhanced skills in delivering the curriculum; (d) keep the site principal and university supervisor informed of the student teacher's progress; (e) meet with the University supervisor periodically to discuss the student teacher's progress; and (f) complete and submit documentation and



evaluations as required by the University. Site principals, in consultation with the District, will assign cooperating teachers. Student teachers will be matched with cooperating teachers by site principals and University Director of Student Teaching.

5. The University will pay cooperating teachers a stipend at the completion of each semester or quarter. The University determines the rate, as set forth in Attachment A. The University will make such payment to the district unless otherwise authorized by the district. In the event the University terminates the assignment of a student teacher for any reason, the cooperating teacher shall receive payment on account of such student teacher for time spent working with the student teacher. If a student teacher is reassigned to another cooperating teacher, this shall be considered for payment purposes as an entirely new and separate assignment.
6. The University will assign a supervisor to work with the cooperating teachers and student teachers at District schools. The University supervisor will (a) work in concert with the cooperating teacher and the site principal in the supervision of the student teacher; (b) communicate regularly with the cooperating teacher to discuss the student teacher's progress; (c) monitor the quality of the match between the cooperating teacher and the student teacher and notify the principal and University Director of Student Teaching if there is a mismatch; (d) provide regular written and oral feedback to the student teacher about his or her progress and inform the cooperating teacher about the nature of this feedback; and (e) compile a written evaluation of the student teacher at the end of the semester or quarter.
7. Student teachers holding 30-day substitute permits may substitute for their cooperating teacher (if District policy permits) when (a) he/she is out ill; (b) when it is determined by the principal that this is in the best interest of the students in the classroom as well as the student teacher; (c) only after the first four (4) weeks of the first assignment; and (d) the student teacher is paid. Substitute teaching days are to be counted toward student

teaching days.

8. The terms of this agreement shall commence on the first day of July, 2015, and shall continue through December 31, 2018 or until amended as provided in Section 9 of the agreement.
9. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, altered, changed, or amended in writing by mutual consent of the parties hereto.
10. Notwithstanding any other provisions of this Agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District, within their established training programs, to effectively provide services pursuant to this agreement; and, further, that the University shall not be obligated to pay the District for services in any amount in excess of that provided for under the terms of this agreement.
11. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to

reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

12. University shall ensure that all students are covered under their professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. The University shall provide the District with 30 days written notice before cancellation, or any reduction or material change in coverage. The University shall provide the District with a certificate of insurance at the District's request.
  
13. District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. The District shall provide the University with 30 days written notice before cancellation, or any reduction or material change in coverage. The District shall provide the University with a certificate of insurance at the University's request.


14. The University shall establish a procedure acceptable to the District to ensure that student teachers assigned to the District are informed regarding an educator's responsibilities to report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.
  
15. The University will verify that student teachers have a negative Tuberculin test and Certificate of Clearance from the State of California on file prior to beginning student teaching

**EXECUTION**

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (b) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (c) shall be construed and enforced in accordance with the laws of the State of California, and (d) has been executed at Irvine, California as of the last date set forth below. In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representatives.

**University:**

**Santa Ana Unified School District:**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Dr. Mary Scott  
Provost  
Concordia University  
1530 Concordia West  
Irvine, CA 92612  
949-214-3203

\_\_\_\_\_  
(Name typed or printed)

\_\_\_\_\_  
Title

Date: 2/21/15

Date: \_\_\_\_\_

ATTACHMENT A

**University Name:** Concordia University  
1530 Concordia West  
Irvine, CA 92612

**Rate of Pay for Cooperating Teachers:**

Elementary = \$150\* per 8 week assignment

Secondary = \$300\* per semester

\*Additional \$50 for attending University sponsored Cooperating Teacher  
Training and Orientation

**Student Teacher Assignment Time Period:**

Elementary = 5 full days per week for 8 weeks  
(Two 8 week assignments – one in K-2 and one in 3-5 make up the entire experience)

Secondary = 5 full days per week for a semester  
(3 periods of teaching and one period of observation per day)



Concordia University Irvine  
School of Education  
**SCHOOL COUNSELOR CANDIDATE  
PRACTICUM/FIELDWORK AGREEMENT**  
Santa Ana Unified School District

This School Counselor Candidate Fieldwork Agreement ("Agreement") is made and entered into as of the execution of the Agreement by both parties (the "Effective Date") by and between ("School District") located in Santa Ana, California, and Concordia University ("University") a non-profit religious corporation located in Irvine, California.

### RECITALS

- A. School District operates schools within its service area, and employs credentialed school counselors to serve one or more of those schools.
- B. University is an institution of higher learning authorized pursuant to California law to offer education programs, including without limitation, the School Counseling Field Experience program which requires school counseling fieldwork experience to fulfill the credentialing requirements set forth by the California Commission on Teacher Credentialing (the "Program").
- C. School District operates schools which are suitable for University's Program. University desires to establish the Program at School District for the students of the University enrolled in the Program. School District desires to support the Program to assist in training students of University.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at School District schools.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES OF UNIVERSITY

- 1.1 Academic Responsibility. University shall develop the curriculum for the Program and shall be responsible for student accreditation and/or approval by any state board or agency.
- 1.2 Number of Students. University shall designate and notify School District of the students who are enrolled and in good standing in the Program to be assigned for field experience at School District in such numbers as are mutually agreed upon between School District and University. University and School District will also mutually agree to the dates and length of the Program.
- 1.3 Orientation. University shall provide orientation to all students and ensure that all students receive instruction and have necessary basic skills prior to the field experience at School District.

- 1.4 Discipline. University shall be responsible for counseling, controlling, disciplining and all activities of students at School District.
- 1.5 Documentation. University shall maintain all attendance and academic records of students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
- 1.6 School District Policies and Procedures. University shall ensure that each student is aware of and understands all applicable School District policies and procedures and shall require each student to conform to all such School District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of School District and University. The student shall have completed the necessary educational prerequisites to be eligible to be a school counselor candidate including proof of negative Tuberculosis test current within one year of service and issuance of finger print clearance.
- 1.7 Supplies and Equipment. University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program. University shall also be responsible, as between School District and University, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program.
- 1.8 Confidentiality. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and the University shall remain strictly confidential and shall not be disclosed without consent of the other party.

The University shall notify Students that they are responsible for respecting and maintaining the confidentiality of all Student information and law enforcement records which the Student may receive or have access to pursuant to this Agreement. The University shall notify Students that they must agree to comply with the terms and conditions of all applicable confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. section 1232g; 34 C.F.R. Part 99); California Education Code section 49060 et seq. (pupil records); California Welfare & Institutions Code sections 300 and 600 et seq.; 827 (juvenile justice system records) ; California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

- 1.9 Insurance. University shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on University's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to carry comprehensive general insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect the institution and the District against liability or claims of liability, which may arise out of the Agreement. "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." No later than the actual start date, the University shall provide the District with certificates of



insurance evidencing all required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. The University agrees to name the District and its officers, agents and employees as additional insureds under the General Liability policy. The parties agree that the Students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, Students are not to be considered employees or agents of either the University or the School District for any purpose including Workers' Compensation or any other employee benefit programs. The Students shall not be entitled to any monetary remuneration for services performed by them in the course of their training. The University shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

1.10 Accreditation. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Program to students.

1.11 Program description: See exhibit A attached for the description of the practicum/fieldwork requirements.

## 2. RESPONSIBILITIES OF SCHOOL DISTRICT

2.1 Access. School District shall permit nonexclusive access to the Program to those students designated by University as eligible for participation in the Program at School District provided such access does not unreasonably interfere with the regular activities at School District. School District agrees to provide qualified students with field experience opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of School District pupils.

2.2 Implementation of Program. School District agrees to cooperate with and assist in the planning and implementation of the Program at School District for the benefit of students from University.

2.3 Supervision: School District shall provide for the supervision of University students in their field experience at School District school(s) by a properly credentialed school counselor provided by the School District.

2.4 Space and Storage. At School District's discretion, it will provide students with a workspace at the School District school(s) and with an acceptable amount of storage space for University's instructional materials for use in the Program, subject to reasonable availability.

2.5 Removal of Students. In the event that any University student, in the sole discretion of School District, fails to perform satisfactorily, fails to follow School District policies, procedures and regulations, or fails to meet School District standards for health, safety, security, cooperation or ethical behavior, School District shall have the right to request that University withdraw the student from the Program. University shall comply with School District's request within five (5) days of receipt of written notice from School District. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to safety or personnel, School District may immediately exclude any student from School District until final resolution of the matter with University.

- 2.6 Documentation. School District agrees to make available to qualified students of University a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.
- 2.7 Statement of Adequate Staffing. School District acknowledges that it has adequate counseling staffing and that students participating in the Program shall not be required to substitute for any school district contracted employee necessary for reasonable staffing coverage.
- 2.8 Authority. School District shall maintain at all times full authority over and responsibility for care of its pupils and may intervene and/or redirect University students when appropriate or necessary.
- 2.9 Insurance. School District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. School District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. School District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. The parties agree that the Students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them. Students are not to be considered employees or agents of either the University or the School District for any purpose including Workers' Compensation or any other employee benefit programs. The Students shall not be entitled to any monetary remuneration for services performed by them in the course of their training. School District shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

### 3. RELATIONSHIP OF THE PARTIES

- 3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) years unless terminated sooner as provided herein.
- 3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, School District will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of said notice by School District, was satisfactorily participating in the Program.
- 3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between School District and University an employer/employee relationship, a joint venture relationship, or a lease or

landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between School District and any University student.

- 3.4 Role of Students. It is not the intention of University or School District that any students occupy the position of third party beneficiary of any obligations assumed by School District or University pursuant to this Agreement.
- 3.5 Publicity. Neither University nor School District shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.
- 3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of School District.

#### 4. GENERAL PROVISIONS

- 4.1 Entire Agreement; Amendment. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- 4.2 Assignment. Neither party shall subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 Indemnification. The University shall defend, indemnify and hold harmless the School District, its officers, employees, agents and students from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents. The School District shall defend, indemnify and hold harmless the University, its officers, employees, students, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School District, its officers, employees and agents.
- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 4.5 Non-Discrimination. Neither party shall discriminate against any University student on the basis of race, age, religion, sex, color, creed, national origin, handicap,

disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

- 4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

School District: Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701-6322  
Attn: Alicia Skibby  
Program Specialist

University: Concordia University Irvine  
1530 Concordia West  
Irvine, CA 92612  
Attn: Office of the Provost  
[provost@cui.edu](mailto:provost@cui.edu)  
Copy to General Counsel

- 4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 4.9 Program Description: Refer to Exhibit A for the description of the practicum and fieldwork program.

**SIGNATURE PAGE**

THIS AGREEMENT IS ENTERED INTO THIS 25th DAY OF March, 2015.

AGREEMENT EFFECTIVE:

STARTING 25th DAY OF March, 2015 THROUGH 30th DAY OF June, 2018.

(Three year agreement – May be renewed with consent of both parties)

**SANTA ANA UNIFIED SCHOOL DISTRICT:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCORDIA UNIVERSITY:**

Signature: \_\_\_\_\_

Typed Name: Dr. Mary Scott, Provost – Concordia University, Irvine, CA.

Date: \_\_\_\_\_

## Exhibit A

During the course of the Practicum or Fieldwork experience, the Practicum or Fieldwork experience student will complete the approved Concordia University Practicum or Fieldwork experience portions of the program.

- a. The duration for the Practicum or Fieldwork experience will be determined prior by the School District and Concordia University for each Practicum or Fieldwork experience student. It is intended that this Practicum or Fieldwork experience encompass a period of at least one term and will not exceed the time limits as listed below:

Practicum: Not to exceed 1 calendar year

- b. Fieldwork experience: 1 calendar year at full time (non-internship) OR b) 2 calendar years at part-time. The School District and Concordia will cooperatively develop and implement a support system for each Practicum or Fieldwork experience student.
- c. The Practicum or Fieldwork experience student will be provided experience and practice in the school and classroom. Anticipated duties are listed below. Duties will vary according to available opportunities on the site, as determined by the District. The Practicum/Fieldwork experience activities will be determined using the Planning Document based upon the California Standards for the Counseling Profession.

Practicum Duties – 100 hours required (University/School District-level):

- 1) Peer counseling related to university or college program practicum course
- 2) Personal and career assessment
- 3) Personal counseling experience in either individual or group context
- 4) School-based programs serving parents and family members
- 5) Community service programs serving children and families
- 6) School related experience such as "shadowing" a school counselor, observing classroom instruction, attending district and school-based meetings, and become familiar with school-based community resources
- 7) Become familiar with special needs students; Gifted and Talented programs; attend/observe IEP/504 meetings; assessment and evaluation activities; Common Core instructional activities; Student Study teams; master schedule activities; etc.

Fieldwork Experience Duties – 600 hours required (University/District-level):

- 1) Continue to participate in any duties or activities listed under the practicum section
- 2) Perform functions of school counselors in school counseling domains
- 3) Work with diversity programs
- 4) Work with the development and implementation of a program that addresses diversity issues
- 5) Work with individuals and groups of a racial and ethnic background different from that of the candidate
- 6) Gain experience at two different settings: elementary, middle school, or high school
- 7) Participate in group supervision throughout the Fieldwork experience

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Intranet Network Support Services Agreement with Orange County Superintendent of Schools for Fiscal Year 2015 –16**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Jonathan Geiszler, Director, Purchasing and Stores**  
**Ricardo Enz, Director, Technology Innovation Services**

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**BACKGROUND INFORMATION:**

This agreement with the Orange County Superintendent of Schools will provide ongoing Intranet data connectivity services and support Districtwide. The term of the Agreement covers a period of one year commencing on July 1, 2015 and ending on June 30, 2016, subject to renewals upon mutual written agreement. The fees charged through this agreement are for support services provided by the Orange County Superintendent of Schools for the intranet data connection between their office and the District office.

**RATIONALE:**

The purpose of this agenda item is to seek Board approval of Intranet network support services agreement with Orange County Superintendent of Schools for fiscal years 2015-16. This support agreement allows the District to transfer fiscal and payroll data to the Orange County Superintendent of Schools.

**FUNDING:**

General Fund: \$1,750

**RECOMMENDATION:**

Approve the Intranet network support services agreement with Orange County Superintendent of Schools for fiscal year 2015-16.

SP:mm

2 2015-2016  
3 NETWORK SUPPORT SERVICES AGREEMENT  
4 SANTA ANA UNIFIED SCHOOL DISTRICT

5 This Network Support Services Agreement is hereby entered  
6 into this 9<sup>th</sup> day of January, 2015, by and between the Orange County  
7 Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California  
8 92626, hereinafter referred to as SUPERINTEDENT, and Santa Ana  
9 Unified School District, 1601 East Chestnut Avenue, Santa Ana,  
10 California 92701, hereinafter referred to as DISTRICT.  
11 SUPERINTENDENT and DISTRICT shall be collectively referred to as the  
12 Parties.

13 Now, THEREFORE, the Parties hereto mutually agree as  
14 follows:

15 1.0 BASIS OF AGREEMENT. Provide network support services for data  
16 connectivity and support to school districts within Orange  
17 County in accordance with the terms and conditions set forth  
18 in this AGREEMENT.

19 2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT  
20 access to applications via the SUPERINTENDENT'S network  
21 utilized by the SUPERINTENDENT. Applications services shall  
22 include access to the following:

- 23 1. Payroll Services
- 24 2. Financial (Separate contract required)
- 25 3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)



1 6. Data Center Site Services (Separate contract required)

2 7. Cloud Storage

3 8. Email Archiving

4 3.0 TERM. This AGREEMENT shall be in full force and effect for  
5 the period commencing July 1, 2015, and ending on June 30, 2016,  
6 subject to termination as set forth in this AGREEMENT.

7 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTEDENT for services  
8 rendered pursuant to Section 2.0 of this AGREEMENT a total amount  
9 not to exceed One thousand seven hundred fifty dollars (\$1,750). The  
10 charges are based on the actual expenses incurred by SUPERINTENDENT  
11 in supporting the connectivity between DISTRICT and SUPERINTENDENT  
12 through the telephone companies, Internet service providers, and  
13 vendors providing equipment, lines and services. DISTRICT shall be  
14 notified in writing of any increase in charges incurred by  
15 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay  
16 SUPERINTENDENT the actual charges within thirty (30) days upon  
17 receipt of an itemized invoice in triplicate from the  
18 SUPERINTENDENT. Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<b><u>ANNUAL FEES</u></b>		
1.	<u>\$ 1,750.00</u>	Annual data circuit network management.
2.	<u>\$ 0.00</u>	Cloud Storage
3.	<u>\$ 0.00</u>	Email archiving/storage per terabyte.
4.	<u>\$ 0.00</u>	Email archiving/administration per terabyte
<b>TOTAL FEES:</b>		<b><u>\$1,750.00</u></b>

1 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing  
2 technical support and assistance on SUPERINTENDENT'S Network between  
3 the DISTRICT and SUPERINTENDENT, provided however, that the  
4 availability or performance of this technical support service shall  
5 not be construed as altering or affecting SUPERINTENDENT'S  
6 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S  
7 technical support via telephone shall be provided to DISTRICT  
8 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,  
9 excluding SUPERINTENDENT'S holidays.

10 6.0 TRAINING. SUPERINTENDENT will provide, at no additional  
11 charge, such assistance and advice, if requested, as may be  
12 necessary to assist DISTRICT personnel in the use and operation of  
13 the equipment installed by SUPERINTENDENT to enable DISTRICT to make  
14 optimum use of the network services Monday through Friday from 7:00  
15 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

16 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
17 shall be an independent contractor and shall be wholly responsible  
18 for the manner in which the services required by the terms of this  
19 AGREEMENT are performed. Nothing herein contained shall be  
20 construed as creating the relationship of employer and employee, or  
21 principal and agent, between SUPERINTEDENT and DISTRICT.  
22 SUPERINTENDENT assumes the responsibility for the acts of its  
23 employees or agents as they relate to the services to be provided.  
24 SUPERINTENDENT, its officers, agents, and employees, shall not be  
25 entitled to any rights, and/or privileges of DISTRICT'S employees

1 and shall not be considered in any manner to be DISTRICT'S  
2 employees.

3 8.0 HOLD HARMLESS.

4 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
5 hold harmless DISTRICT, its Governing Board, officers, agents, and  
6 employees from every claim or demand and every liability loss,  
7 damage, or expense of any nature whatsoever which may be incurred by  
8 reason of any negligent acts or omissions of employees, agents or  
9 officers of SUPERINTENDENT or the Orange County Board of Education  
10 during the period of this AGREEMENT.

11 B. DISTRICT hereby agrees to indemnify, defend, and hold  
12 harmless SUPERINTENDENT, the Orange County Board of Education, and  
13 its officers, agents, and employees from every claim or demand and  
14 every liability, loss, damage, or expense of any nature whatsoever  
15 which may be incurred by reason of any negligent acts or omissions  
16 of employees, agents or officers of DISTRICT during the period of  
17 this AGREEMENT.

18 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
19 they will not engage in unlawful discrimination of persons because  
20 of race, color, religious creed, national origin, ancestry, physical  
21 handicap, medical condition, marital status, or sex of such persons.

22 10.0 APPLICABLE LAW. The services completed herein must meet the  
23 approval of the DISTRICT's general right of inspection to secure the  
24 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
25 to comply with all federal, state and local laws, rules, regulations  
and ordinances that are now or may in the future become applicable

1 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel  
2 engaged in operations covered by this AGREEMENT or occurring out of  
3 the performance of such operations.

4 11.0 ASSIGNMENT. Neither party shall subcontract or assign this  
5 AGREEMENT or the performance of any of the services set forth in  
6 this AGREEMENT without prior written approval of the non-assigning  
7 party.

8 12.0 TERMINATION. This AGREEMENT may be terminated by  
9 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of  
10 sixty (60) days prior written notice to the other party.

11 13.0 TOBACCO USE POLICY. In the interest of public health, the  
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
13 use of any tobacco products are prohibited in buildings and  
14 vehicles, and on any property owned, leased or contracted for by the  
15 SUPERINTENDENT. Failure to abide with conditions of this policy  
16 could result in the termination of this AGREEMENT.

17 14.0 NOTICES. All notices or demands to be given under this  
18 AGREEMENT by either party to the other shall be in writing and given  
19 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
20 registered or certified mail, return receipt requested, with postage  
21 prepaid. Service shall be considered given when received if  
22 personally served or, if mailed, on the third (3rd) day after  
23 deposit in any U.S. Post Office. The address to which notices or  
24 demands may be given by either party may be changed by written  
25 notice given in accordance with the notice provisions of this

1 section. As of the date of this AGREEMENT the addresses of the  
2 parties are as follows:

3 DISTRICT: Santa Ana Unified School District  
4 1601 East Chestnut Avenue  
5 Santa Ana, California 92701  
6 Attn: \_\_\_\_\_

7 SUPERINTENDENT: Orange County Superintendent of Schools  
8 200 Kalmus Drive  
9 Costa Mesa, California 92626  
10 Attn: Patricia McCaughey

11 15.0 SEVERABILITY. If any term, condition or provision of this  
12 AGREEMENT is held by a court of competent jurisdiction to be  
13 invalid, void, or unenforceable, the remaining provisions will  
14 nevertheless continue in full force and effect and shall not be  
15 affected, impaired or invalidated in any way.

16 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
17 shall be governed by the laws of the State of California, with venue  
18 in Orange County, California.

19 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
20 attached hereto constitute the entire AGREEMENT between  
21 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
22 made shall be ineffective to modify this AGREEMENT in whole or in  
23 part unless such agreement is embodied in an Amendment to this  
24 AGREEMENT which has been signed by both Parties. This AGREEMENT  
25 supersedes all prior negotiations, understandings, representations  
and agreements.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Amendment to Service Agreement with The Regents of University of California Center for Educational Partnerships Irvine Math Project 2013-14 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Dawn Miller, Assistant Superintendent, Secondary Education**

**PREPARED BY:** **Dawn Miller, Assistant Superintendent, Secondary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification of the amendment to service agreement with The Regents of the University of California (UCI) Center for Educational Partnerships Irvine Math Project and the District. This agreement releases classroom teachers to the Irvine Math Project, as the mathematic staff developers supervising the secondary level of professional development for the Irvine Math Project, which is housed in the UCI Center of Educational Partnerships. The renewal of this service agreement was Board approved on December 10, 2013 in the amount of \$122,744.52.

**RATIONALE:**

The service agreement was Board approved to reimburse the District for salaries and benefits in the amount of \$122,744.52. Due to the salary increase for the 2013-14 school year of \$1,545.95, an amendment was made to the service agreement for a total of \$124,290.47.

**FUNDING:**

UCI Center for Educational Partnerships Irvine Math Project District Reimbursement:  
\$124,290.47

**RECOMMENDATION:**

Ratify the amendment to service agreement with The Regents of the University of California Center for Educational Partnerships Irvine Math Project 2013-14 school year.

AMENDMENT TO SERVICE AGREEMENT

Service Agreement Number:  
Beginning Date of Agreement: 8/22/13

AMENDMENT NUMBER: 01  
Department Name: Center for Educational Partnerships  
Contractor Name: Santa Ana Unified School District  
Contractor Address: 1601 East Chestnut Avenue, Santa Ana, CA 92701

THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE AMENDED AS FOLLOWS:

SECTION III - COMPENSATION AND REIMBURSEMENT OF EXPENSES

Delete Sub-section III.A.

Replace with:

A. The University will pay the following to the Contractor for services performed:

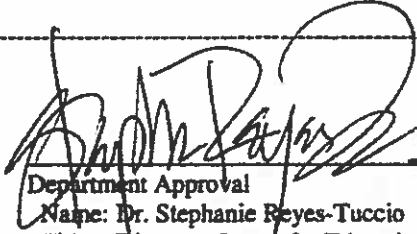
For Irvine Math Project work specified in Article I. A. I.:

- 1) \$53,866.98 per academic year. Cost represents 50% of salary and other benefits + 3.97% direct costs for Kristine Houston.
- 2) \$70,423.49 per academic year. Cost represents 80% of salary and other benefits + 3.97% direct costs for Janna Canzone.

MAXIMUM AMOUNT TO BE PAID UNDER THIS AGREEMENT IS: \$124,290.47

All other terms and conditions of the Agreement shall remain as previously agreed to by the parties.

University Internal Approval(s):

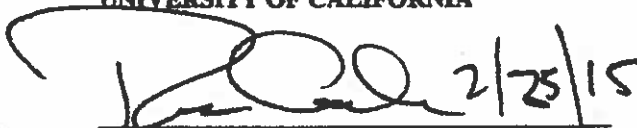
  
 Department Approval (date) 2-25-15  
 Name: Dr. Stephanie Reyes-Tuccio  
 Title: Director, Center for Educational Partnerships

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CONTRACTOR

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

\_\_\_\_\_  
 Signature (date)  
 Name: Stefanie Phillips, Ed.D., CBO  
 Title: Deputy Superintendent, Operations

  
 Responsible Administrative Official (date) 2/25/15  
 Rick Coulon  
 Materiel & Risk Management

Amendment prepared by: Hung Pham

Phone: 949-824-5093

SERVICE AGREEMENT  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
Santa Ana Unified School District

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of The Center for Educational Partnerships at University of California, Irvine (hereinafter called "the University") and Santa Ana Unified School District hereinafter called ("Contractor") located at 1601 East Chestnut, Santa Ana, CA 92701-6322.

I. SCOPE OF WORK

A. The Contractor shall furnish to the University the following described services:

1. Irvine Math Project (IMP) Co-Director Kristine Houston - 50% time
2. Irvine Math Project (IMP) Co-Director Janna Canzone- 80% time

Contractors will serve as the mathematics staff developer supervising the secondary level of professional development for the Irvine Mathematics Project, which is housed in the UCI Center for Educational Partnerships (CFEP).

- Work in close collaboration with district leadership to develop and coordinate professional development plans.
- Support and foster teacher leadership and pedagogical content skills via summer leadership institutes and academic year follow up.
- Generate and fulfill fee-for-service contracts with Orange County and LA school districts.
- Attend statewide meetings and possible national workshops.
- Support elementary director in the design and implementation of elementary programs.

EVALUATION & ANALYSIS:

The Contractor will be responsible for evaluation of the development and implementation of the teacher professional development programs, and will gather, analyze, and report feedback to the IMP Director.

B. If applicable, Contractor agrees that Kristine Houston & Janna Canzone shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

C. Reports:

The Contractor shall provide reports as described:

Status reports will be provided to the individuals specified in Article V. as requested.

D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. \_\_\_\_\_ sponsored by \_\_\_\_\_ dated \_\_\_\_\_.

Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from 08/22/13 through 06/20/14.

B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.



- C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

### III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. The University will pay the following to the Contractor for services performed:

For Irvine Math Project work specified in Article I. A. 1.:

- 1) \$51,888.96 per academic year (\$5,188.89/month for 10 months). Cost represents 50% of salary and Other benefits + 3.7% indirect costs for Kristine Houston.
- 2) \$68,855.56 per academic year (\$6,885.56/month for 10 months). Cost represents 80% of salary and Other benefits + 3.7% indirect costs for Janna Canzone.
- 3) \$2,000 for potential cost increase in benefits

MAXIMUM AMOUNT TO BE PAID UNDER THIS AGREEMENT IS: \$122,744.52.

- B. Payments.

Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. The invoice must include the Contractor's taxpayer identification number. Contractors shall submit invoices to person named in V., below.

OR

Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV. below.

No payments shall be made in advance of work performed, except as specified in the Agreement.

### IV. PERFORMANCE SCHEDULE

Performance of services shall be between August 22, 2013 and June 20, 2014.

\*SAUSD shall invoice Irvine Math Project twice, once mid-year for half contract and again at the end of the academic year (June 2014) for the other half of the contract. (Contact: Jacky Meyer)

### V. REPORTING

In performing services hereunder, the Contractor shall report to:

Karajan Hyde, California Math Project, Center for Educational Partnerships, 439 Social Science Tower, Irvine, CA 92697-2505

### VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University:

Karajan Hyde  
Irvine Math Project  
439 Social Science Tower  
Irvine, CA 92697-2505

For the Contractor:

Stefanie Phillips, Ed.D., CBO  
Deputy Superintendent, Operations  
Santa Ana Unified School District  
1601 East Chestnut, Santa Ana, CA 92701

**VII. TAXES**

The compensation stated in Article III. of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

**VIII. CONTRACTOR IDENTIFICATION**

Each contractor who enters into a contract with the University of California for \$10,000 or more shall list their appropriate Taxpayer Number (EIN or SSN) on each contract. In addition, upon acceptance of this contract Contractor agrees to include their Taxpayer identification Number on all future contracts regardless of the amount.

**IX. ASSIGNMENT OR SUBCONTRACTING**

The Contractor may not assign or transfer this Agreement, or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

**X. PATENTS**

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

**XI. COPYRIGHT**

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

**XII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS**

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.
2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$ 1,000,000
(2) Products/Completed Operations Aggregate	\$ 1,000,000
(3) Personal and Advertising Injury	\$ 1,000,000
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$ 1,000,000

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- b. Business Automobile Liability insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)
- c. Professional Liability insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- d. Workers' Compensation as required by California State law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an insured under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

### XIII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement.

### XIV. OWNERSHIP AND ACCESS TO RECORDS

All confidential or personal information about individuals provided to the Contractor or derived from the performance of the services under this Agreement shall remain the property of the University and subject to state law and University policies governing privacy and access to files. The Contractor shall not use such information except as required in the performance of the services under this Agreement.

### XV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final

payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

#### **XVI. CONFLICT OF INTEREST**

1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

#### **XVII. AFFIRMATIVE ACTION**

The Contractor recognizes that as a federal and state government contractor or subcontractor, the University of California is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

#### **XVIII. CONFIDENTIALITY**

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Releases as required by law.

**XIX. NON-WAIVER**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

**XX. NO THIRD-PARTY RIGHTS**

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

**XXI. STANDARD FOR PERFORMANCE**

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

**XXII. INDEPENDENT CONTRACTOR**

Contractor in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees

**XXIII. DISPUTE RESOLUTION**

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court Orange County, California.

**XXIV. ATTORNEY'S FEES**

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

**XXV. AMENDMENTS**

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.


**XXVI. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

**XXVII. APPLICABLE LAW**

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

**CONTRACTOR**

  
\_\_\_\_\_  
(Signature)      12-10-13  
(Date)

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

\_\_\_\_\_  
(Department Signature)      (Date)

Name: Stephanie P. Phillips, Ed.D.,  
CBO

Name: Dr. Stephanie Reyes-Tuccio

Title: Deputy Superintendent-Operations

Title: Director, Ctr for Educational Partnerships

Tax ID No. 95-6002823  
(Social Security or Employer ID No.)\*

Board Approved: 12-10-13

\_\_\_\_\_  
Harry Gunther  
Director, Materiel and Risk Management


\* If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to federal and state governments.

Rev. 4/2008

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Memorandum of Understanding with Orange County Superintendent of Schools Regarding Beginning Teacher Support and Assessment/Induction Education Specialist Program**

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification of the Memorandum of Understanding (MOU) with the Orange County Superintendent of Schools regarding the Beginning Teacher Support and Assessment (BTSA)/Induction Education Specialist Program.

The goal of the BTSA/Induction Education Specialist Program is to provide quality professional development and support to participating first and second year teachers working toward their Clear Education Specialist credential and their mentors.

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

**RATIONALE:**

Under AB 2756, the Superintendent and Chief Business Official are required to certify that costs incurred under the MOU can be met during the term of the agreement. However, this agreement has minimal fiscal effect on the budget.

This agreement will enable new teachers with Special Education credentials to move their credential from "Preliminary" to "Clear" within the five year required time frame.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Ratify the Memorandum of Understanding with the Orange County Superintendent of Schools regarding the Beginning Teacher Support and Assessment (BTSA)/Induction Education Specialist Program.



Orange County Superintendent of Schools  
Institute for Leadership Development

Orange County Superintendent of Schools Education Specialist Induction Program

MEMORANDUM OF UNDERSTANDING  
2014-2015

This Memorandum of Understanding (MOU) is entered into this 1<sup>st</sup> day of July, 2014, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Santa Ana Unified School District, hereinafter referred to as "participating school district", and Azusa Pacific University, Brandman University, and California State University, Fullerton hereinafter referred to as "Participating Institution of High Education (IHE)", to form a Consortium in order to implement the Orange County Education Specialist Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the Education Specialist Induction Program Consortium. Consortium members shall include but not be limited to the following participating school districts: Anaheim Union High School District, California Virtual Academy Public Charter School, Cypress School District, Fullerton Joint Union High School District, Fullerton School District, Garden Grove Unified School District, Huntington Beach City School District, Huntington Beach Union High School District, Irvine Unified School District, Long Beach Unified School District, Los Alamitos Unified School District, Newport-Mesa Unified School District, Ocean View School District, Placentia Yorba Linda Unified School District, Rossier Park Jr./Sr. High School Non-Public School, Saddleback Valley Unified School District, Santa Ana Unified School District, Tustin Unified School District, Westminster School District, the Orange County Department of Education's Alternative, Community & Correctional Education Schools and Services (ACCESS) Program and Special Education Division's University High School, and individual private schools across Orange County.

B. GOALS

The goal of the Education Specialist Induction Program Consortium is to provide quality professional development and support to participating school district teachers and their mentors as defined by the Commission on Teacher Credentialing.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2014 and end on June 30, 2015.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE BTSA/Induction Advisory Council is comprised of a senior level administrator from each participating school district and charter school, at least one representative from

the private school cohort, a representative from each of the participating IHE's, and the SUPERINTENDENT's Induction Program coordinator. Responsibilities of the OCDE BTSA/Induction Advisory Council are as follows:

- a. Meet a minimum of three (3) times during the term of this MOU to review the design and implementation of both the Gen Ed and Education Specialist Induction Programs.
  - b. Provide operational leadership for both the Gen Ed and the Education Specialist Induction Programs.
  - c. Review and provide feedback on required reports and documents, as required, to the Manager of the Institute for Leadership Development.
2. SUPERINTENDENT agrees to the following:
- a. Serve as lead educational agency (LEA) of the Consortium.
  - b. Serve as the fiscal agent.
  - c. Serve as a contact among state agencies, participating school districts, participating charter schools, participating non-public schools, private schools and the participating IHE's.
  - d. Serve as a clearinghouse for information, data collection and reporting requirements.
  - e. Employ a full-time program coordinator, an accreditation program analyst and an administrative assistant to provide direction and support for the Education Specialist Induction Program.
  - f. Provide administration, management and coordination of project activities as described in the Education Specialist Induction Program Standards and guidelines of SB 2042.
  - g. Provide workspace for the Education Specialist Induction program coordinator, accreditation program analyst and administrative support staff.
  - h. Coordinate required trainings and supplemental professional development opportunities for Mentors. This includes, but is not limited to FAS training as well as training focused on supporting the implementation of Common Core Standards and Local Control Funding mandates.
  - i. Issue a stipend to each Mentor, who has met all requirements defined in the Mentor Agreement, in the amount of One Thousand Two Hundred Dollars (\$1,200) per Participating Teacher served. Mentors assigned to Participating Teachers enrolled in the Fall 2014 Dual Program (September – December), will receive a stipend in the amount of Eight Hundred Dollars (\$800).
  - j. Should a Participating Teacher or Mentor leave the program prior to the end of the program year, the Mentor stipend shall be pro-rated as defined by the following terms:

- If the Participating Teacher or Mentor leaves the Consortium after December 1, 2014, but before March 1, 2015, the Mentor will receive a stipend in the amount of Four Hundred Dollars (\$400) per Participating Teacher.
  - If the Participating Teacher or Mentor leaves the Consortium after March 1, 2015, but before May 15, 2015, the Mentor will receive a stipend in the amount of Eight Hundred Dollars (\$800) per participating teacher.
- k. Issue an additional stipend of Fifty Dollars (\$50) to all Returning Mentor I's and II's who participated in the summer orientation.
  - l. Issue a professional development stipend to all Mentors who completed the required professional development held throughout the program year, as defined below:
    - New Mentors will receive a stipend of Two Hundred Dollars (\$200).
    - Returning Mentor I's will receive a stipend of One Hundred Fifty Dollars (\$150).
    - Returning Mentor II's will receive a stipend of One Hundred Dollars (\$100).

*Please note:* The professional development stipends will be adjusted in the case where a Mentor does not attend all trainings.
  - m. Reimburse the school district or private school for three days of substitute days per Participating Teacher at the rate of One Hundred Dollars (\$100) per substitute day. This reimbursement will be issued at the end of the program year.
  - n. Conduct an orientation meeting for all participating teachers following the OCDE Education Specialist Induction Program orientation protocol.
  - o. Provide a menu professional development and support offerings so as to provide a relevant and individualized program to all Participating Teachers enrolled in the OCDE Education Specialist Induction Program.
  - p. Provide an annual Site Administrator's workshop to inform these educational leaders of program requirements, professional development offerings and opportunities to support the work of all teachers as defined by the California Standards for the Teaching Profession (CSTP), Formative Assessment System (FAS) and the Induction Program Standards of SB 2042.
  - q. Provide Formative Assessment System (FAS) program materials to each Mentor assigned to a Participating Teacher, and to all Participating Teachers enrolled in the OCDE Education Specialist Induction Program.
  - r. Convene and facilitate the OCDE BTSA/Induction Advisory Council meetings.
  - s. Organize and facilitate all program assessments required by the Commission on Teacher Credentialing. Data collected from these assessments will be used to confirm candidate competence and program effectiveness.
  - t. Establish and maintain accurate records for the OCDE Education Specialist Induction Program.

- u. Submit required reports and documents to appropriate agencies as requested.
3. PARTICIPATING SCHOOL DISTRICTS agree to do the following:
- a. Identify a senior level administrator with decision making authority to serve on the OCDE BTSA/Induction Advisory Council to support policy decisions made by the Council regardless of whether said individual is present during the decision making process.
  - b. Assist in the recruitment and selection eligible Participating Teachers according to state criteria for eligibility. Those individuals responsible for the initial eligibility screening are current in their understanding of CTC regulations and procedures.
  - c. Facilitate, in partnership with OCDE, the establishment of a collection process for district-employed Participating Teachers to remit their tuition cost directly to OCDE. Participating school districts who do not wish to participate in the payment collection process shall have the right to have this paragraph stricken from this agreement. Any additional fees incurred by the participating teacher are the sole financial responsibility of that individual.
  - d. Assist the Program coordinator in the recruitment and selection of Mentors according to the established OCDE Education Specialist Induction Program criteria and process.
  - e. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
  - f. Participate in the evaluation of SB 2042 standards of the Induction Program.
  - g. Support the defined roles and responsibilities for Site Administrators. This includes conducting an Orientation for New Teachers; participating in the annual Triad Meeting between the Participating Teacher, Mentor and Administrator; attending one of the two annual Site Administrator workshops; and attending the end-of-program year events (Exit Presentations and Colloquium).
4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
- a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Program Standards.
  - b. Require the liaison to serve as an advisor to the OCDE BTSA/Induction Advisory Council and attend all Advisory Council meetings.
  - c. Provide current research regarding effective teacher induction practices, teacher retention, and Education Specialist Induction Program standards as requested by the Advisory Council.
  - d. Participate in the development, assessment, and evaluation of the Induction Program.

- e. Provide information to Consortium participants regarding university program opportunities as appropriate.
- f. Facilitate appropriate support services as identified by the OCDE BTSA/Induction Advisory Council and Consortium members.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:

- a. Assume overall fiscal responsibility for the program administration, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
- b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
- c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agencies.
- d. Pay the participating school district or private school for services satisfactorily rendered pursuant to this MOU provided the participating school district's costs are actual allowable costs incurred. The participating school district or private school will be paid pursuant to this MOU based on the final confirmed numbers and completion of program requirements. Payment shall be made upon receipt from the participating school district or private school of an itemized invoice in duplicate. SUPERINTENDENT shall not allocate any payment of funds until the participating school district or private school has completed and submitted the required State and Program documentation. All costs incurred for these Participating Teachers will be taken from monies collected from the Participating Teachers and/or the school district – Three Thousand Dollars (\$3000) per Year 1 Participating Teacher; One Thousand Five Hundred Dollars (\$1500) per Dual Program Participating Teacher in his/her third semester in Fall 2014. Stipends for all Santa Ana Unified School District School District-employed Mentors assigned to Participating Teachers will be paid to Santa Ana Unified School District who will, in turn, distribute those funds as defined in this MOU.
- e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished by tuition monies collected from the district and/or participating teachers. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro rated amount of funding actually received by the SUPERINTENDENT. The SUPERINTENDENT shall provide the participating school district or private school written notification of such termination. Notice shall be deemed given when received by the participating school district or private school or no later than three (3) days after the day of mailing, whichever is sooner. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

SCHOOL DISTRICT: Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701  
Attn: Mark McKinney, Assistant Superintendent

SUPERINTENDENT: Orange County Superintendent of Schools  
200 Kalmus Drive  
Costa Mesa, California 92626  
Attn: Patricia McCaughey

F. SHARED ACCOUNTABILITY

1. In order to ensure that all participating teachers have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School Districts agree to the following:
  - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
  - b. Distribute documentation regarding the roles and responsibilities of participating teachers, mentors, and school site administrators annually.
  - c. Partner to provide training for ALL consortium school site administrators on the Education Specialist Induction Program Standards, CSTP, and FAS.
  - d. Collaborate in stakeholder meetings with Participating Teachers and Mentors to make program recommendations and revisions.
  - e. Jointly develop and maintain records and documentation of activities/trainings conducted by the Education Specialist Induction Program.

G. TERMS AND CONDITIONS.

1. Any and all products developed for the Orange County Education Specialist Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

Orange County Superintendent of Schools

By: Patricia McCaughey  
Authorized Signature

Printed Name: Patricia McCaughey

Title: Coordinator

Date: NOV 19 2014

Santa Ana Unified School District

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Memorandum of Understanding with County of Orange Health Care Agency Children, Youth, and Behavioral Health Services for 2014-15 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Doreen Lohnes, Assistant Superintendent, Support Services**

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a memorandum of understanding with the County of Orange Health Care Agency (OCHCA) Children, Youth, and Behavioral Health Services (CYBHS) for the purpose of providing prevention and early intervention services for intermediate students in the District. Through Proposition 63 funds, CYBHS will provide counseling, life skills, facilitation of referrals and linkages to community and school resources for children and parents. Services will address early onset of mental health symptoms, reduce risk factors, build resilience, and strengthen culturally appropriate coping skills in students. Ten Mental Health Clinicians and their supervisor will provide the targeted services to intermediate students with caseloads ranging from 20-30 students.

**RATIONALE:**

Through PBIS, the CYBHS will provide mental health support and related consultation with students, school administration, and parents for intermediate students. Mental health supports will nurture overall student well-being and academic success.

**FUNDING:**

There is no District funding required to implement these services as these services are provided by OCHCA through its access to Proposition 63 mental health funding.

**RECOMMENDATION:**

Approve the Memorandum of Understanding with the County of Orange Health Care Agency Children, Youth, and Behavioral Health Services for the 2014-15 school year.



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF ORANGE HEALTH CARE AGENCY**  
**AND**  
**Santa Ana Unified School District (SAUSD)**  
**FOR THE PROVISION OF PREVENTION AND EARLY INTERVENTION SERVICES**  
**AND**  
**DATA SHARING**

This Memorandum of Understanding (MOU) between the County of Orange Health Care Agency (OCHCA) and Santa Ana Unified School District (SAUSD) is to outline the collaborative efforts between the parties for the purpose of providing prevention and early intervention services such as counseling, life skills education and facilitation of referrals and linkages to community and school resources for children and parents in the school setting, as well as sharing certain programmatic and demographic data.

**I. TERM**

The term of this MOU shall commence on **March 25, 2015**, and will remain continuously in effect unless terminated by either Party pursuant to the provisions of Paragraph XVII of this MOU. However, the Parties shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to confidentiality.

**II. SCOPE OF SERVICE**

Children, Youth, and Prevention Behavioral Health Services (CYPBHS) provides prevention and early intervention services to address mental health symptoms early, reduce risk factors, build resiliency, and strengthen culturally appropriate coping skills in students.

- A. OCHCA staff serving as providers for CYPBHS programs include the following designations: Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, Marriage and Family Therapist Intern, Associate Clinical Social Worker, Mental Health Specialists, Health Education Associates, Community Workers and Mental Health Workers. Additional designations may be used to co-facilitate groups and provide assistance with child care, and other program support as needed. OCHCA represents that the individuals serving as providers for CYPBHS programs are qualified to do so and will be appropriately licensed, credentialed, certified, or otherwise experienced or trained to provide such services to public school students in the state of California. OCHCA will furnish to SAUSD the names of the individuals providing services, and, upon request, copies of their certifications or licenses, if applicable.
- B. The following documentation may be kept by CYPBHS for participants that may contain identifying information: Referral form, Consent for Participation, Confidentiality Statement, Receipt of Notice of Privacy Practices, Release of Information, Participant's Rights, Demographic/Intake Form, outcome measures, Encounter Documents, progress notes, and any other documents deemed necessary for treatment. Documents may be kept in OCHCA's Electronic Health Record (EHR) maintained in IRIS data system.
- C. CYPBHS staff will follow all laws in regards to Mandated Reporting of Child, Elder, or Dependent Adult Abuse. OCHCA represents that all individuals providing services under this MOU have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law. These requirements will be provided to OCHCA in writing by SAUSD upon request.
- D. OCHCA represents that all employees, contractors, volunteers, or staff who will have contact with students have a current TB test and have been Live Scanned, before entering properties of SAUSD and will follow volunteer protocols and procedures per SAUSD. Employees, volunteers, contractors, or other staff members will be considered agents of the OCHCA.

- E. OCHCA represents that it has developed and implemented a quality control system to ensure the services meet or exceed the standard of care in the community.
- F. Schools will provide CYPBHS staff with private space, a locking filing cabinet, and a dedicated phone line for each clinician assigned to a school. In addition, schools are asked to provide necessary supplies, materials, and allow use of their office equipment so that mental health clinicians can conduct mental health services in ways that would enable them to complete their responsibilities at the school.
- G. CYPBHS staff as a member of the school team: Although not a school employee, the CYPBHS staff is expected to work closely with the school staff, to share non-confidential and confidential information with the staff as appropriate under the conditions noted below, and to assist staff in responding to behavioral health concerns. Administrative aggregate information such as the number of students seen, the number and theme of therapeutic groups and general concerns raised will be shared.
- H. CYPBHS staff can acknowledge receipt of a mental health referral and indicate whether that student has been seen. Compliance with a request to share any other information related to a student's treatment would require an appropriate release of information signed by the student or legal guardian, depending on the age of the student. Monthly summary reports of aggregate mental health data will be provided to the principal.
- I. Efforts will be made to resolve dilemmas that arise from the legal confidentiality requirements that are in place for the CYPBHS and the school so that all staff involved with a student can work together in the student's best interest while adhering to mandatory mental health laws.

### **III. DISCRETION**

SAUSD reserves the right to refuse entry to its schools or facilities by any agent of OCHCA who, in the sole discretion of SAUSD, poses any risk to students, staff, or property of the District.

### **IV. COST OF SERVICE**

All costs associated with the delivery of services identified in the Scope of Services section in this MOU shall be the sole responsibility of the County of Orange, Health Care Agency, Behavioral Health Services, Prevention and Intervention. All costs associated with facilities, facility personnel for the purpose of maintaining the facility and associated tasks, and the costs associated with facility maintenance are the sole responsibility of the Santa Ana Unified School District.

V. **INSURANCE**

OCHCA will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or claim. OCHCA will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. OCHCA will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by OCHCA with a combined single limit of not less than \$1,000,000 per occurrence. OCHCA will deliver a copy of such insurance policies to SAUSD upon request. OCHCA will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this paragraph will be maintained at OCHCA's expense. SAUSD shall be listed as an additional named insured on all of the policies described in this paragraph.

VI. **INDEMNIFICATION**

**Santa Ana Unified School District** agrees to indemnify, defend, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by **Santa Ana Unified School District** pursuant to this MOU that are caused by the sole negligence or willful misconduct of the District. If judgment is entered against **Santa Ana Unified School District** and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, **Santa Ana Unified School District** and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

COUNTY/OCHCA agrees to defend, indemnify, and hold harmless the District and its agents, contractors, employees, appointed officials, officers, and governing board members, from and against all claims, damages, losses, and injuries to persons or property and all costs and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of or related to the negligent acts or omissions or willful misconduct of COUNTY or its respective agents, contractors, or employees, during or related in any way to the COUNTY'S or OCHCA's obligations under this MOU, including, but not limited to, the offer or delivery of services, except to the extent arising from the sole negligence or willful misconduct of the District.

VII. **COMPLIANCE WITH LAW AND DISTRICT POLICY**

The parties will adhere to all applicable laws, regulations, and SAUSD policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and laws and regulations related to the confidentiality of pupil records, which are incorporated by this reference.

**VIII. RESPONSIBILITIES**

This MOU describes the mutual agreements and obligations of SAUSD and OCHCA for the sole purpose of rendering services to District students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.

**IX. NO THIRD PARTY BENEFICIARIES**

Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

**X. INDEPENDENT RELATIONSHIP**

The parties acknowledge and agree that the relationship created between the SAUSD and OCHCA is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between OCHCA and SAUSD. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.

**XI. NONDISCRIMINATION**

Neither SAUSD nor the OCHCA shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.

**XII. NON-ASSIGNMENT**

Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.

**XIII. SEVERABILITY**

In the event any part of this MOU should be found invalid, unenforceable, or non-binding, the remaining portion will remain in force and fully binding.

**XIV. INTERPRETATION**

This MOU is entered into pursuant to the laws of the State of California and the United States and shall be interpreted pursuant to those laws.

**XV. ENTIRE AGREEMENT**

This MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.

**XVI. CORRESPONDENCE**

Correspondence concerning this MOU will be sent to:

**Santa Ana Unified School District**

**Attn: Heidi Cisneros**

1629 S. Center Street

Santa Ana, CA 92704

HCA: Health Care Agency

Attn: Dawn Smith

405 W. 5th Street

Santa Ana, CA 92701

**XVII. TERMINATION**

- A. Either **Santa Ana Unified School District** or HCA may terminate this MOU without penalty immediately with cause or after thirty (30) calendar day's written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either Agency. Exercise by **Santa Ana Unified School District** of the right to terminate this MOU shall relieve **Santa Ana Unified School District** of all further obligations; and exercise by HCA of the right to terminate this MOU shall relieve HCA of all further obligations.
- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- C. The obligations of **Santa Ana Unified School District** and HCA under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of either Agency's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, either Agency may immediately terminate or request to renegotiate this MOU. Each Agency shall provide the other Agency with written notification of such determination.

**IN WITNESS WHEREOF**, duly authorized representatives of the Parties have entered into this Memorandum of Understanding, in the County of Orange as attested to below.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations  
Santa Ana Unified School District

By: \_\_\_\_\_

Dated: \_\_\_\_\_

MARK A. REFLOWITZ  
Director  
County of Orange Health Care Agency

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of Submission of Refunding Application for Head Start Funding for 2015-16 Program Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

**PREPARED BY:** Charlotte Ervin, Coordinator, Head Start Program

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of submission of the refunding application for Head Start funding for the 2015-16 program year.

To support its commitment to high quality, low cost preschool services, the District annually reapplies to Orange County Head Start (OCHS) for continued Head Start funding. As the grantee, OCHS receives Head Start funding for all of Orange County. The District is one of five delegate agencies of the OCHS.

**RATIONALE:**

The District supports the philosophy that all children, particularly those from low-income families, have developmental needs and can benefit from a comprehensive developmentally appropriate program. The District Head Start program contains the following components: education, health, mental health, social services, nutrition, parent involvement, community assessment, program planning calendars, updates, training plans, and program goals and objectives.

Funds will be delegated to the District to serve 550 children from three to five years old at seven Head Start centers.

**FUNDING:**

Orange County Head Start: \$3,368,953  
 Training and Technical Assistance: \$27,205

**RECOMMENDATION:**

Approve the submission of the refunding application for Head Start funding for the 2015-16 program year.



## GRANT SUMMARY

Title:	Head Start Refunding Application 2015-16
Funding Source:	Orange County Head Start
Due Date:	March 25,2015
Contact Person:	Michelle Rodriguez, Ed.D.- Assistant Superintendent, Teaching and Learning
Amount/Duration:	Orange County Head Start Basic: \$3,368,953 Training and Technical Assistance: \$27,205- 2015-16 Program Year
Target Population (e.g., Grade Level/s )	Preschool three to five years of age Highest need populations: Latino, Asian, and White and any other identified students of need.
Budget Impact:	\$159,653.00 SAUSD Projected contribution
Indirect Rate:	None
Personnel Impact:	Maintain current personnel
Non Federal Share required:	\$849,040.00
<b>Grant Program Description</b>	
Program Goals :	<p><b>Head Start Five-Year Strategic Goals:</b> The Head Start Strategic Goals were developed based on the community needs assessment, Self Assessment, and will be implemented for the next five years. Goals are updated annually.</p> <ul style="list-style-type: none"> <li>• Goal 1: Families will practice good oral health habits as part of an overall healthy lifestyle</li> <li>• Goal 2: Families will adopt ongoing practices that support family literacy and lifelong learning</li> <li>• Goal 3: Quality teaching practices will be implemented consistently and purposefully throughout the agency to achieve successful child outcomes.</li> <li>• Goal 4: Integrated services to children and families will reach its maximum efficiency and effectiveness through intentional, meaningful parent engagement in accessing resources and follow-up services to meet the identified needs of the children and families.</li> <li>• Goal 5: The recordkeeping, reporting and data management systems will produce accurate, reliable and meaningful data used to measure outcomes and impact of services for children and families.</li> <li>• <b>School Readiness Goals:</b> Children transitioning to kindergarten from Santa Ana Unified School District Head Start Program will be able to demonstrate abilities and knowledge as stated in the expectations described in the California Department of Education Preschool Foundations at 60 months. These are aligned with the Head Start Child Development and Early Learning Framework.</li> </ul>
Activities:	Full-day preschool services-160 days (40 children) Part-day preschool services-140 days (510 children)



**SAUSD HEAD START PROGRAM PLANNING CALENDAR 2015-16**

JULY 2015	AUGUST 2015	SEPTEMBER 2015	OCTOBER 2015
<ul style="list-style-type: none"> <li>• P2 Monitoring Report to PC and Board</li> <li>• Complete PIR</li> <li>• PC Bylaws Board and PC Approval</li> <li>• Weekly Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> </ul>	<ul style="list-style-type: none"> <li>• Child Outcomes data analysis report for last fiscal year to PC and Board</li> <li>• School Readiness Goals Outcomes Report</li> <li>• Head Start Contract to PC and Board</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> <li>• Governance and Health and Safety Screeners to the Policy Committee and Board for Approval</li> </ul>	<ul style="list-style-type: none"> <li>• Election of New Policy Committee Members</li> <li>• Policy Committee Training</li> <li>• Weekly Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> <li>• Period One Monitoring Orange County Head Start Inc.</li> <li>• PIR Report to PC and Board</li> </ul>
NOVEMBER 2015	DECEMBER 2015	JANUARY 2016	FEBRUARY 2016
<ul style="list-style-type: none"> <li>• Results of grantee and delegate Risk Management to PC and Board</li> <li>• Head Start Bulletin to the SAUSD Board of Education –Program and Fiscal Information</li> <li>• Orange County Head Start Monitoring Period 1 Corrective Action Plan to PC and Board</li> </ul>	<ul style="list-style-type: none"> <li>• Year 1 Community Assessment-Update</li> <li>• School Readiness Action Plan to Policy Committee and Board</li> <li>• Child Outcomes Report First Assessment to PC and Board</li> <li>• Weekly Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> <li>• Financial Audit to PC and Board</li> </ul>	<ul style="list-style-type: none"> <li>• Community Assessment update to PC and Board</li> <li>• Head Start Bulletin to the SAUSD Board of Education – Program and Fiscal Information</li> </ul>	<ul style="list-style-type: none"> <li>• Final Revised ERSEA Plan with Selection Criteria to PC and Board</li> <li>• P1 Monitoring Report to PC and Board</li> <li>• Board Training</li> <li>• Head Start Bulletin to the SAUSD Board of Education –Program and Fiscal Information</li> <li>• Self Assessment</li> </ul>
MARCH 2016	APRIL 2016	MAY 2016	JUNE 2016
<ul style="list-style-type: none"> <li>• PC Refunding Application Study Group</li> <li>• Refunding application to PC and Board</li> <li>• Head Start Bulletin to the SAUSD Board of Education –Program and Fiscal Information</li> <li>• School Readiness Action Plan to Policy Committee and Board</li> <li>• Child Outcomes Report Second Assessment to PC and Board</li> <li>• Self Assessment Corrective Action to PC and Board</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start Bulletin to the SAUSD Board of Education – Program and Fiscal Information</li> <li>• ERSEA Procedures to Board and PC</li> <li>• OCHS Second Period Monitoring Corrective Action Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> <li>• Revision of Service Area Plans Policies and Procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start Bulletin to the SAUSD Board of Education –Program and Fiscal Information</li> <li>• School Readiness Action Plan to Policy Committee and Board</li> <li>• Child Outcomes Report Third Assessment to PC and Board</li> <li>• Program SAPPP revisions to Policy Committee for approval</li> </ul>

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**HEAD START Grant Application**

**BUDGET FOR PROGRAM YEAR 2015-2016**

		Reflecting Actual Projections & District Contribution	Total Projected Salaries, 2015/2016	HS BASIC 2015/2016	HS T&TA	NON- FEDERAL SHARE	SAUSD Projected portion 2015/2016
<b>a. Personnel</b>							
		<b>TOTAL SALARIES</b>	2,246,147	2,112,323		195,281	133,824
<b>b. Fringe Benefits @ .44%</b>							
		<b>TOTAL FRINGE BENEFITS</b>	1,003,613	977,784	-	49,624	25,829
<b>c. Travel</b>							
Conferences							
CHSA Policy & Leadership Conference	2 people x \$395 reg						
July 13-15, 2015	2 people x \$230/rt						
Monterrey, CA	2 rooms x 4 nights x 165/nt						
	\$50/day x 3 days x 2 people						
		<b>TOTAL TRAVEL</b>	-	-	3,000	-	-
<b>d. Equipment</b>							
<b>e. Supplies</b>							
<u>Classroom Supplies</u>							
Library books, manipulatives, consummable supplies, curriculum supplies, nutrition & wellness curriculum & activities, outside supplies, block area, photo development							
\$65/child (510) PD, \$85/child (40) FD				36,550			
<u>Transition Supplies</u>							
Transition folders, materials, & activities for transition to Kindergarten							
\$10/child x 550 children				5,500			
<u>ERSEA Supplies</u>							
Children's file folders, recruitment materials, enrollment forms and supplies				6,000			
<u>Medical &amp; Dental Supplies for Children</u>							
First aid supplies, earthquake kits, toothbrushes, toothpaste							
\$5/child x 550 children				2,750			
<u>Paper goods/Food service supplies for Children's Meals</u>							
Disposable serving bowls, plates, cups, flatware, etc.				6,000			
<u>Custodial Supplies</u>							
Detergent, mops, brooms, buckets, disinfectant, soap, toilet paper, kleenex, trash can liners, etc. -- all sites				13,507			

		Reflecting Actual Projections & District Contribution	Total Projected Salaries, 2015/2016	HS BASIC 2015/2016	HS T&TA	NON-FEDERAL SHARE	SAUSD Projected portion 2015/2016
<b>Office Supplies</b>							
Stationery, paper, consumable supplies, business cards, file folders, computer, etc.				9,118			
<b>Copy Machine, Computer, Printer Supplies</b>							
Print cartridges, supplies				11,000			
<b>Discounts on Products</b>							
						1,340	
<b>TOTAL SUPPLIES</b>			-	<b>90,425</b>	-	<b>1,340</b>	-
<b>f. Contractual</b>							
<b>Equipment Leases, copiers</b>							
Broadway	423.36/mo x 12 mos	5,080					
Center Street	\$199.92/mo x 12 mos.	2,400					
Edison	\$211.68/mo x 12 mos.	2,540					
Jackson	\$211.68/mo x 12 mos.	2,540					
Kennedy	\$211.68/mo x 12 mos.	2,540					
Mitchell	\$211.68/mo x 12 mos.	2,540					
Monte Vista	\$211.68/mo x 12 mos.	2,540					
Roosevelt	\$211.68/mo x 12 mos.	2,540		22,720			
<b>Child Plus annual subscription</b>							
				8,211			
Field Trips	Entry Fees/Transportation			12,000			
Mental Health Consultant	(\$70/hr x 35.7 hrs/mo x 10 mos)			28,980			
<b>Nutrition Consultant</b>							
				10,000			
<b>Nurse Consultant</b>							
				50,000			
<b>Audiology Consultants</b>							
				3,000			
<b>T &amp; TA</b>							
School Readiness Goals, Child Outcomes, DRDP-PS 2 Assessment, Pre-Kindergarten Standards	Provide staff with training in assessments of children using the DRDP-PS and aligning them with the new Kindergarten Standards. Send staff to local trainings for Pre-K Learning Foundations and hire West Ed to train staff on DRDP-PS.				2,000		
Education- Skill Development and Goal# 3 School Readiness	High/Scope Trainer to support and mentor staff at sites to implement High/Scope Curriculum focus on literacy & math. Train new staff on High/Scope Curriculum. Offer for parents to attend training on High/Scope. Provide training on the CLASS tool and coaching				4,000		

		Reflecting Actual Projections & District Contribution	Total Projected Salaries, 2015/2016	HS BASIC 2015/2016	HS T&TA	NON-FEDERAL SHARE	SAUSD Projected portion 2015/2016
Skill Development and Goal #3 School Readiness	Train staff on the - Focus-Language and Literacy blending and deleting words and syllables without the use of pictures; recognition of letters of the alphabet; Math- Number quantities and duplication of patterns.				1,965		
<b>Total Contracts</b>		<b>TOTAL CONTRACTUAL</b>	<b>-</b>	<b>134,911</b>	<b>7,965</b>	<b>-</b>	<b>-</b>
<b>h. Other</b>							
Finger Printing/Physicals for Licensing (Staff)				1,000			
DSS/CCL Fees				3,400			
Parent Activities							
Parent Activity Fund	\$5.30/child x 550	2,915					
Parent Activity, special activities, volunteer luncheon, etc.		2,000					
Baby Sitting/Parent Meetings		1,865					
Mileage Policy Committee Mtgs		1,000					
Policy & Ad Hoc Committee Meals/Snacks		1,000					
Center Committee Meals/Snacks, \$3.00/child		1,650		10,430			
Speakers, Parent Meetings						2,140	
Policy & Ad Hoc Committee Meetings (6 x 2 hrs x 10 mos. X \$53.77)						6,452	
Center Committee meetings, business portions (4 mtgs x 14 people x 7 sites x 20.45 x .5 hr)						4,008	
Printing Costs				7,826			
Training & Technical Assistance							
Performance Standards	Conduct Policy Committee orientation for new members				500		
Performance Standards/ Head Start Act	Policy Committee Training				1,000		
Performance Standards	Train staff on performance standards, health procedures and plans, review case management and SAPPPS in Health				100		
Performance Standards	Training for staff on monitoring, Performance Standards, Service Area Plans, Policies & Procedures, Monitoring Protocol				100		
ERSEA, Performance Standards	Training on ERSEA Performance Standards and practices to include the attendance policy, documentation of eligibility in Child Plus and Child's file.				200		
ERSEA, Outside Monitoring, Validation Visits	Review ERSEA, SAPPSS, full implementation of the Child Plus data system in ERSEA				2,000		

		Reflecting Actual Projections & District Contribution	Total Projected Salaries, 2015/2016	HS BASIC 2015/2016	HS T&TA	NON-FEDERAL SHARE	SAUSD Projected portion 2015/2016
Social Services, Performance Standards	Provide training to staff on implementation of Family and Community Engagement Framework				1,000		
Self Assessment	Self Assessment and Program Review				2,000		
Self Assessment	Provide training to staff on Monitoring Protocol. All Staff will have access to Head Start Policies and Procedures on the Head Start website.				100		
Family and Community Engagement	Train on Family Partnership agreements, the registration process, recruitment process, community resources, family literacy, Performance Standards, and to implement effective family literacy experiences				40		
Required Annual CPR & First Aid Training	To ensure that all staff are current in Pediatric & Adult CPR and First Aid				1,500		
Program Design & Management, SAPPPs	Update staff on laws, Head Start Act, Requirements for Education requirements from the Head Start Act, review performance standards in Program Design and Management and use SAPPP's to show integration of service areas.				200		
Education-Performance Standards, Licensing Regulations, Head Start Act	Encourage staff to continue classes in Child Development, Curriculum, administration, Child Family & Community, and other related courses and review Head Start Act requirements specific to Community Worker and teacher qualifications				2,000		
Education- Skill Development, CLASS Scores, Ongoing Monitoring	Train staff on the CLASS - Instructional Support, provide activities to enhance curriculum and increase scores, provide mentor and coaching to teachers on the CLASS. Train staff on providing effective ELL strategies and programs to ESL students.				2,500		
State developed PreK Learning Foundations tying to DRDP-PS state required assessment tool and School Readiness Goal.	Training of Staff on Head Start Outcomes Framework and California Preschool Learning Foundations to ensure children are kindergarten ready				1,000		
Goals & Objectives 2014-19 School Readiness	Provide activities that will promote literacy and math development and include 15 minutes of literacy activities in the daily routine. Provide teachers with training on developmentally appropriate activities in math and literacy. Social Emotional Development-Conflict Resolution, Cognition and General knowledge Patterning.				2,000		
Rent/Lease							
Parking space, B'way 7th Day Adv. Church	\$225/mo x 12 months	2,700					
Storage Unit	\$318/mo x 12 months	3,348					
					6,516		

		Reflecting Actual Projections & District Contribution			Total Projected Salaries, 2015/2016	HS BASIC 2015/2016	HS T&TA	NON-FEDERAL SHARE	SAUSD Projected portion 2015/2016
Utilities (Broadway)									
Electricity	\$808.33 ave./mo x 12 mos.	9,700							
Gas	\$137.5 ave./mo x 12 mos.	1,650							
Water	\$100 ave./mo x 12 mos.	1,200							
District Classrooms if portion not used for In-Kind		2,000				14,550			
Utilities (Paid by District) 15 classrooms x 394/mo. x 6 mos.									
								35,460	
Maintenance-Pest Control (District)									
								468	
Child Liability Insurance									
						1,788			
Bldg Alteration/Renovation/repairs									
Local Travel -- Staff									
	<i>6956.5 miles per year x .575/mi.</i>					4,000			
Head Start Vehicles									
Maintenance		1,500							
Operating Expense		2,500				4,000			
Volunteers									
Classroom, parents	<i>30 vols. X 130 days x 3.5 hrs x \$20.45)</i>							279,143	
Book Reading/Take home activities Programs based on individual school readiness goals	<i>1.5 hrs/mo. x 550 children x 9.5 mos. X 20.45</i>							160,277	
Jump Start Volunteers	<i>6 vols. X 6 classrooms x 6 hrs/wk x 26 wks x 20.45</i>							114,847	
		<b>TOTAL OTHER</b>			-	<b>53,510</b>	<b>16,240</b>	<b>602,795</b>	-
<b>Total Direct Costs</b>					\$ 3,249,760	\$ 3,368,953	\$ 27,205	\$ 849,040	\$ 159,653
<b>Indirect Cost</b>									
<b>Grand Total</b>					<b>\$ 3,249,760</b>	<b>\$ 3,368,953</b>	<b>\$ 27,205</b>	<b>849,040</b>	<b>\$ 159,653</b>
<b>Base Grants</b>						<b>\$ 3,368,953</b>	<b>\$ 27,205</b>	<b>849,040</b>	
<b>Difference</b>						0	0	-	
					(278,846.0)				
					3,249,760.00	\$ 3,090,107			
						159,653.00			159,653.00

## 2015-2016 SAUSD HEAD START TRAINING AND TECHNICAL ASSISTANCE

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
<b>General</b>							
Record Keeping & Reporting	Review and update staff on required forms/paperwork, Record keeping & reporting and Service Area Plans Policies and Procedures	SAUSD Head Start Coordinator Assist. Coordinator of Education and Disabilities Fiscal Assistants, QS staff at Grantee level	Lead Teachers Teachers Teacher's Aides Parent Ed Specialist CW/Nurse/ Social Service Manager Asst. Coord. of Ed and Disab	To increase knowledge and skills of staff in understanding the Performance Standards and Head Start Act and the connection to the service areas	Self Assessment and T & TA plans	Sept. 2015- June 2016	No cost
Goals and Objectives 2013-2016	Train staff on the three year goals and objectives and priorities over the next three years	Head Start Coordinator	All Staff	To align goals with program policies and procedures	Sign in and out sheets from staff meetings, agendas of meetings	July through September, 2015	No cost
<b>Nutrition Services</b>							
Performance Standards, CACFP Regulations	To train staff on the nutrition guidelines and provide annual training on the regulations and Performance Standards Annual Training: Nutrition, Site Monitoring Checklist; nutrition curriculum; food services issues	SAUSD Coordinator SAUSD Nutrition Specialist/Consultant	Lead Teachers Teachers Teacher's Aides	To provide a review of CACFP and Nutrition Performance Standards regulations, and updates on changes in regulations and/or procedures	CACFP Monitoring Ongoing monitoring, review lesson plans, nutrition curriculum, self-assessment	Sept. 2015- June 2016	No cost



Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
<b>Governance &amp; Parent Involvement</b>							
Ongoing Monitoring by Grantee	Review with Parent Committee the Responsibilities of the following: <ul style="list-style-type: none"> <li>• PC Member Responsibilities</li> <li>• Parliamentary Procedures</li> <li>• Officer's Duties</li> <li>• Parent Activity Fund</li> </ul> Review Service Area Plans Policies and Procedures	SAUSD Head Start Coordinator Assist. Coordinator of Education and Disabilities Parent Ed Specialist	Head Start Parents Center Parent Committees Policy Committee	To inform parents of their role in Head Start Governance and improve communication between Policy Committee and Parent Committees	Ongoing Monitoring Tools, Self assessment, Minutes of Policy Committee minutes Review Performance Standards	By Nov. 2015	No cost
Ongoing Monitoring by the OCHS Grantee	Review Appendix A and Head Start Act Roles & Responsibilities, Officer Expectations Policies & Procedures, and Shared Governance	SAUSD Head Start Coordinator. Parent Education Specialist Fiscal Assistants	Policy Committee Representatives	To prepare Policy Committee for their Policy Committee meetings and for their roles and responsibilities as PC members, as well as to attain an understanding of the entire Head Start program and its service areas	Self Assessment Minutes of Policy Committee Minutes Performance Standards	By Nov. 2015	No cost

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, Head Start Act	Policy Committee Review Appendix A, Roles & Responsibilities, Officer Expectations, Policies & Procedures, and Shared Governance SAPPP	SAUSD HS Coordinator Fiscal Assistants, Parent Education Specialist	Board Representatives, PC Committee and officers	To prepare the Cabinet and Board for upcoming year and review the Program Goals, To explain the officer's duties and responsibilities to the newly elected PC Executive	Ongoing Monitoring, Self-Assessment	Nov. 2015	No cost
Performance Standards	Conduct Policy Committee Orientation for new members	SAUSD Director Parent Education Specialist	New Policy Committee Members	To prepare new Policy Committee members for their roles and responsibilities as PC members, as well as to attain an understanding of the entire Head Start program and its service	Parent Meeting and Policy Committee sign in sheets	By Nov. 2015	\$500
Performance Standards/ Head Start Act	Policy Committee Training	SAUSD Head Start Fiscal Assistants	Policy Committee, Program Planning	To explain the budget development process in detail cost allocation and expenses. To explain the grant allocation	Policy Committee Meeting Minutes and sign in sheets	By Nov. 2013	\$0

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards/Head Start Act	Review regulations, child outcomes, parent interest survey, planning calendar	SAUSD HS Coordinator Parent Education Specialist	Policy Committee Members of Planning Sub Committee	To prepare and inform Subcommittee Members of Planning Process Regulations	Self Assessment, Policy Committee Minutes Performance Standards	By Dec. 2013	no cost
Performance Standards, Self-Assessment, Ongoing Monitoring Governance	Update and review with PC and staff the updated Personnel Policies, Impasse Procedures, and the Parent Handbook Policy Committee Bylaws	SAUSD HS Coordinator Parent Education Specialist	Policy Committee Members of Program Planning Sub Committee,	To prepare and inform committee members of personnel regulations	Self Assessment Minutes of Policy Committee Minutes Performance Standards	By Nov. 2013	No cost
Governance	Review the 3 year Goals & Objectives, Community Assessment, PIR	SAUSD HS Coordinator Parent Education Specialist	Policy Committee Members of Governance Sub Committee	To prepare and inform Sub Committee Members of the Governance Regulations	Self Assessment, Policy Committee Minutes Performance Standards	Nov. 2013	No cost
<b>Health Services</b>							
Self assessment, Monitoring, Grantee focus reviews at sites	Review children's medical records at enrollment Review health history of enrolled children Immunization training /Immunization record review Input health information in Child Plus	SAUSD HS Coordinator SAUSD Nurses	All Staff	To provide training to implement procedures related to delivery of health services	Ongoing monitoring and self assessments and quarterly file checks	Sept. 2015- June 2016	No cost

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, Goal #1, Community Assessment	Review and update health information in Child Plus, review and follow up on referrals sensory screenings, dental follow up Promote dental health wellness classroom curriculum and parent workshop	SAUSD HS Coordinator Assist. Coordinator of Education and Disabilities, Nurse, Mental Health Consultant	Lead Teachers Teachers Teacher's Aides CW's	To provide training to implement procedures related to delivery of Early Childhood and Health Services	Minutes of trainings and Sign in sheets, Performance Standards ongoing monitoring, lesson plans and individualizing notes, self assessment	Ongoing	No cost
Performance Standards	Train staff on the Performance Standards and Health Procedures and Plans, review case management and SAPPS in Health	Nurse	All Staff	To increase staff knowledge/performance related to training topics in the area of health	Monitoring • Performance Standards • Area Plans • Policies & Procedures • Monitoring Protocol	Ongoing	\$100
Performance Standards, Monitoring, Self-assessment	Training for all staff on monitoring, Performance Standards, Service Area Plans, Policies & Procedures, Monitoring Protocol	SAUSD HS Coordinator	All Staff	To increase staff knowledge/performance related to training topics	Performance Standards and ongoing monitoring	Ongoing	\$100

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, monitoring, self-assessment, questionnaire sent to teachers about their plans and training needed	Align District emergency plans to include Head Start sites in a disaster, review with site staff on procedures, follow up, roles in an emergency, update First Aid kits-ensure two per center and enough food and water and supplies to last a minimum of 5 days in case of disaster	SAUSD HS Coordinator SAUSD Nurses, SAUSD Police	All Staff	To increase staff knowledge/performance related to emergencies and disaster awareness	Surveys, performance standards, licensing, ongoing monitoring, self assessments, feedback from Health Consultants	Sept.2015	No cost
Performance Standards, monitoring, self-assessment	Train on the forms and timelines to conduct health screenings including: <ul style="list-style-type: none"> <li>• Height/Weight</li> <li>• Hearing</li> <li>• Vision &amp; Dental</li> <li>• Developmental screening</li> <li>• Communicate with parents in the area of health and nutrition</li> </ul>	SAUSD Director SAUSD Nurses	Site Supervisor Teacher Teacher's Aides Com.wrkr's./ Nurse	To provide knowledge and training for health procedures at the site level as needed	Agendas, sign in and out sheets	Sept 2015- June 2016	No Cost
Performance Standards, Monitoring, Self-assessment, Goal 1	Nurses to conduct a health workshop with families, and Review with nurses and staff on the use of Health Assessment forms, follow up and case management plans and review: <ul style="list-style-type: none"> <li>• Medication Policy</li> <li>• Use of Nebulizer/inhaler</li> <li>• Exclusion Long/Short</li> <li>• Dental Health and Hygiene</li> <li>• Hand washing</li> </ul>	SAUSD HS Coordinator SAUSD Nurses	Lead Teachers Teacher Teacher's Aides CW's	To increase consistency and clarity of procedures among staff	Surveys, performance standards, licensing, ongoing monitoring, self assessments, feedback from Health Consultants	By October 2015 and Ongoing	No cost

Disabilities Services

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards	Conduct Case Management meetings on IEP goals, resources, and crisis situations of children and families and Individualizing for particular children	SAUSD Director Assist. Coordinator of Education and Disabilities	Teachers Teacher's Aides	Implementing the goals written on the IEP into daily activities and Individualizing	Ongoing Monitoring, self assessment, case management plans	Monthly from October through May, 2016	No Cost
Performance Standards, Self Assessment	Provide training for classroom staff working with children needing Special Education, equipment, and related services social emotional development and children with challenging behaviors; Provide Staff with CEFL training	SAUSD Special Education Staff Assist. Coordinator of Education and Disabilities	Lead Teachers CW's Teachers Teacher's Aide	Increase knowledge of staff on specific disabilities, intervention, and using specialized equipment as needed at centers	Disabilities Tracking referral forms and ongoing monitoring at sites	By Nov. 2015	No cost
Performance Standards, Self Assessment	Review and update staff on the referral procedures, Training on SAPPs and forms and classroom management , review tracking forms for children receiving services at the site; implement Child Plus to track services and follow up . Receive training from District on referral process	SAUSD Director Assist. Coordinator of Education and Disabilities Principal of Mitchell CDC Classroom Staff CW's	Head Start Coordinator Principal of Mitchell CDC	To increase knowledge of staff on new referral process and to ensure the timeline is met	Disabilities Tracking referral forms and ongoing monitoring at sites, Performance Standards	Ongoing as needed	No cost

**Mental Health**

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Mandated Training Performance Standards Licensing Regulations	Review with staff the mental health SAPPSS and forms ; Child Plus data entry for mental health services	SAUSD HS Coordinator Assistant Coordinator	Lead Teachers CW's Teachers Teacher's Aide	Increase knowledge and awareness of Mental Health related procedures, forms, and strategies for use in class and to help families in the home.	Training on Performance Standards, ongoing monitoring, mental health tracking form; ChildPlus Reports	By Oct. 2015	No cost
Mandated Training	Review Child Abuse Policies and Procedures	SAUSD Head Start Coordinator Nurse, Parent Education Specialist	All Staff	Increase staff knowledge and awareness of child abuse reporting procedures, and to train parents on strategies to use to prevent child abuse.	Training Sign In Sheets	By September. 2015	No cost
<b>ERSEA</b>							
Performance Standards	Training on ERSEA Performance Standards and practices to include the attendance policy, documentation of eligibility in Child Plus and Child's file.	In house workshops and ongoing training from Director and Social Service Manager	All staff and Policy Committee	Ability to implement a comprehensive ERSEA system	Self-assessment, ongoing monitoring	By April 2016	\$200
ERSEA, Outside Monitoring, validation visits	Review ERSEA SAPPSS full implementation of the Child Plus data system in ERSEA	Social Services Manager	Policy Committee Community Workers	To inform staff and Policy Committee of ERSEA Regulations and requirements.	Policy Committee Meeting minutes and staff meeting sign in sheets	Aug-15	\$2,000

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Community Assessment, Head Start Act, validation visits	Marketing to homeless populations, providing community resources to parents and promoting advocacy , Job skills for parents, ESL classes	District Homeless Liaison and various agencies that provide services to homeless children	All staff	Enhanced services and information provided to homeless populations	Recruitment event sign in sheets, fliers distributed about enrollment	Ongoing	
<b>Social Services</b>							
Self Assessment and Ongoing Monitoring , Goal #2 - Family Literacy	Utilize Child Plus data system at each site to identify family needs track and monitor family services and ensure that family goals are followed up in a timely manner. Provide family literacy event at the sites as well as reources	Social Services Manager	CW's, HS Coordinator, Parent Ed Specialist, Social Service Manager	All family services to be entered in Child Plus	Ongoing Monitoring, monthly MPR feedback from delegate agency QS staff, self-assessment, ongoing monitoring, Child Plus	Ongoing	no cost
Performance Standards	Provide training to staff on implementation of Family and Community Engagement Framework	Social Services Manager	CW's, Social Service Manager	To provide quality services and better collaboration between the program community and parents	Sign in sheets, agendas, file reviews	By Sept. 2015	\$500
<b>Transportation</b>							



Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Vehicle and Pedestrian Safety, Performance Standards	Annually train staff , and children on pedestrian safety	Head Start Coordinator, Teachers , Parent Education Specialist	Staff, parents and children	Increased knowledge of transportation issues, pedestrian safety, and vehicle safety	Parent/Staff meeting sign in sheets, training agendas and sign in sheets	Sept. 2015- June 2016	no cost
<b>Performance Standards</b>							
Program Design & Management	Review required documents, program planning process, special needs documentation, monitoring, self assessment, communication and integration, governance , PDM Service Area Plans Policies and Procedures	SAUSD HS Coordinator SAUSD Assist. Coordinator of Education and Disabilities	Lead Teachers Teachers Teacher's Aides CW's	To ensure Lead Teachers are kept up to date with program operation and activities	Agendas and Sign-In and Out sheets	By Feb. 2016	no cost
Self Assessment	Self Assessment and Program Review	OCHS, Content Area Experts, Federal Review Team	All Staff	Federal Review Year Assistance		By Dec. 2015	\$2,000
Self Assessment	Provide Training to staff on Monitoring Protocol. Every Teacher and CW will have a complete and up to date policies and procedures binder for the site and each classroom	Delegates	All Staff	To inform and educate staff on requirements for Self Assessment Provide staff with an up to date binder of policies and procedures	Self assessment reports	By March 2016	\$100

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Program Design & Management	Provide staff training on the Staff Orientation Manual, Parent Handbook, Policies & Procedures	SAUSD Director	Site Supervisors Teachers Teacher's Aides	Review and update on program guidelines, expectation and requirements.	Self assessment and T & TA plans	Sept. 2015 and ongoing as needed	no cost
Family and Community Partnerships Goal #2	Train on the Family partnership agreements, the registration process, recruitment process, Community resources, Family Literacy Performance Standard, and to implement effective family literacy experiences	SAUSD Director Community Partners Social Services Manager	Community Worker (CW) Parent Ed. Spec.	To insure CW's are up to date on program procedures and required duties.	Agendas of meetings, sign in and out sheets	By Dec. 2015	\$40
Required Annual CPR & First Aid Training	To ensure that all staff are current in their Pediatric & Adult CPR and First Aid	Qualified SAUSD Nurses	All Staff	To have all staff trained or retrained on pediatric and adult CPR & First Aid	CPR and First aid cards in the staff files	Sept. 2015- June 2016	\$1,000
Program Design & Management, SAPP's	Update staff on laws, Head Start Act, Requirements for Education Act, review performance standard in Program Design and Management and use SAPP's to show Integration of service areas	SAUSD Director Assist. Coordinator of Education and Disabilities OCHS Managers SAUSD Administrators	Site Supervisors CW's Teaching staff Policy Committee	To provide updated information of Federal, State, Licensing & Head Start regulations	Sign in and agendas from meetings, review of training binder	Sept. 2015- June 2016	\$200

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, R/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
School Readiness Goals, Child Outcomes, DRDP-PS 2 Assessment, Pre-Kindergarten Standards	Provide staff with training in assessments of children using the DRDP-PS and aligning them with the new Kindergarten Standards. Send staff to local trainings for PRE-K Learning Foundations and hire WEST Ed to train staff on DRDP-PS	SAUSD Head Start Coordinator West Ed Trainer (Consultant)	Site Supervisors Teachers Teacher's Aides	To enhance classroom staff's ability to more effectively implement the DRDP-R Assessment	Agenda's and sign in sheets	Sept. 2015 and ongoing as trainings are available	\$2,000
Required Annual Blood borne Pathogens, Child Abuse and Health Procedures, Sexual Harrassment	Blood borne Pathogens • Medical Policies • TB Procedures • Child Abuse • Alleraies	Head Start Coordinator Health Consultant	All Staff	Review and retrain on health and mental health issues	Agendas, case management, sign in sheets	Sept. 2015	no cost
Education-Performance Standards, Licensing Regulations, Head Start Act	Encourage staff to continue classes in Child Development, Curriculum, administration, Child Family & Community, and other related courses and Review Head Start Act requirements specific with regards to Community Worker and Teacher qualifications	SAUSD Head Start Coordinator Fiscal Assistants Colleges	Lead Teachers Teachers Teacher's Aides CW's Parent Ed Spec.	Encourage staff to obtain higher teacher credentials, Continue education, Obtain an AA degree or higher in Child Development	Transcripts from Colleges	Sept. 2015- June 2016	\$2,000
Education-Skill Development, and Goal # 3 School Readiness	High/Scope Trainer to support and mentor staff at sites to implement the High/Scope Curriculum Focus on literacy and math. Train new staff on High/Scope Curriculum. Offer for parents to attend training on High/Scope.	SAUSD Director Assist. Coordinator of Education and Disabilities High/Scope Trainer	Lead Teachers Teachers Teacher's Aides SAUSD HS Coordinator Asst. Coordinator	To enhance classroom staff's understanding of the High Scope Curriculum	Sign in sheets from sites and agendas from meetings	Sept. 2015- June 2016	\$4,000

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Education-Skill Development, CLASS Scores , Ongoing Monitoring	Provide staff training on specific areas of the CLASS - provide activities to enhance curriculum and increase scores, provide mentor and coaching to teachers on the CLASS. Train staff on providing effective ELL strategies and programs to ESL students .	SAUSD Director SAUSD Literacy Coaches or Curriculum Specialists	Lead Teachers Teachers Teacher's Aides	To enhance classroom staff's understanding and knowledge of early literacy practices	Agenda's, sign in sheets, training binder	By June 2016	\$2,500
Skill Development, and Goal # 3 School Readiness	Train staff on the High/Scope Growing Readers Literacy and Reading Curriculum/ Numbers Plus Preschool Mathematics - Focus-Language and Literacy blending and deleting words and syllables without the use of pictures;Recontion of letters of the alphabet Math- Number quantities and and duplication of patterns	High/Scope Trainer	HS Coordinator Assttiant Coordinator of Education and Disabilities Lead Teachers Teachers Teachers Aides	Provide teaching staff with training on Dual Immersion Programs	Agenda's, sign in sheets, training binder	By December 2015	\$1,965
State developed PreK Learning Foundations tying to DRDP-PS state required assessment tool and School Readiness Goal	Training of staff on Head Start Outcomes Framework and California Preschool Learning Foundations to ensure children are kindergarten ready	CPIN trainers	Site Supervisors Teachers Teachers Aides Director Asst. Coordinator	To educate staff on the Content Standards for Pre K to address in lesson planning and classroom implementation at the site level	Staff Training Manual and Sign in sheets	Sept. 2015 - June 2016	\$1,000

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Goals and Objectives 2013-2016-School Readiness	Provide activities that will promote literacy and math development and include 15 minutes of literacy activities in the daily routine. Provide teachers with training on developmentally appropriate activities in math and literacy activities. Social Emotional Development -Conflict Resolution, Cognition and General knowledge Patterning	Consultants , Head Start Assistant Coordinator of Education and Disabilities	All Staff and 2 parents from Policy Committee to attend the CHSA conference locally	Attend workshops, conferences, and trainings to increase teaching skills, and competence in techniques, and assessment through activities for use with	Agendas and sign in sheets	Sept. 2015- June 2016	\$2,000
Goals and Objectives 2013-2016	Attend conferences and leadership events	CHSA Managers & Directors Conference	Director Asst Coordinator of Education and Disabilities, Fiscal and Parent Ed Staff, Parents	Learn Leadership skills and techniques specific to Head Start and working with children and families to implement for program improvement	Training agendas, certificates of completion, proof of attendance at events	Sept. 2015- June 2016	\$3,000
<b>Monitoring and Training</b>							
Validation Visits and Fiscal Monitoring	To continue to improve policies and procedures in the areas of Procurement, purchasing and tracking systems	In-House with grantee support	Fiscal Asst I and Director II, and Director	Compliant and quality programming	Ongoing QS Monitoring	Sept. 2015- June 2016	no cost

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Validation visits, self assessment	Ensure that "administration" and "program" cost do not exceed the 15% Admin rule	QS specialists at grantee level	Fiscal Assistants, Director	To include policies and procedures that are written and included as part of the policies and procedures manual	Ongoing tracking on monthly documents to OCHS	Sept. 2015- June 2016	no cost
Validation Visit, Head Start Act	Monthly financial reports are to be provided to the Board of Education	QS specialists at grantee level and in house	Fiscal Assistants, Director, policy committee, SAUSD Board	Periodic reporting of financial information to go to board for review to control quality and monitor program quality	Agendas and Board Meeting Minutes	Sept. 2015- June 2016	no cost
							\$25,205

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Submission of K-8 California Fresh Fruit and Vegetable Program Grant Renewal for 2015-16 School Year**

**ITEM:**                   **Consent**

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the submission of the California Fresh Fruit and Vegetable Program Grant renewal to the California Department of Education, Nutrition Services Division for Santa Ana Unified School District (SAUSD), K-8 schools for 2015-16 school year.

This will be the tenth year of the grant. The grant is administered by the U.S. Department of Agriculture (USDA) at the federal level and the California Department of Education at the state level. Schools are chosen based on their Free and Reduced lunch count. Schools that have 95% or higher count are assured funding. Thirty SAUSD elementary schools currently receive this funding (Adams, Carver, Davis, Diamond, Edison, Esqueda, Franklin, Fremont, Garfield, Harvey, Heninger, Heroes, Hoover, Jackson, Kennedy, King, Lincoln, Lowell, Madison, Martin, Monroe, Monte Vista, Pio Pico, Remington, Romero-Cruz, Roosevelt, Sepulveda, Walker, Washington and Wilson).

**RATIONALE:**

This grant, a California Department of Education project, if refunded, will be used to provide students with a variety of a fresh fruit and vegetable snacks during the school day as a supplement to (and not part of) the school's breakfast and school lunch program. Additionally, this grant will provide materials to teach students about good nutrition, help to combat the high obesity epidemic in K-8 students and increase their awareness of the importance of nutrition and active lifestyles.

**FUNDING:**

California Department of Education, Nutrition Services Division - \$50.00-\$75.00 per student, estimated to be the same level of funding as the 2014-15 school year, in the amount of \$1,200,000.

**RECOMMENDATION:**

Approve the submission of the K-8 California Fresh Fruit and Vegetable Program grant renewal for the 2015-16 School Year.

SP:mm



### GRANT SUMMARY

Title:	California Fresh Fruit and Vegetable Program Grant
Funding Source:	California Department of Education, Nutrition Services
Due Date:	April, 2015
Contact Person:	Mark Chavez, Director, Nutrition Services
Amount/Duration:	\$1,200,000 for July 1, 2015 – June 30, 2016
Target Population (e.g. Grade Level/s )	Kindergarten, First, Second, Third, Fourth, Fifth, Six, Seventh and Eight
Budget Impact:	None
Indirect Rate:	5.69% (2015-2016)
Personnel Impact:	None
Survey Questions:	<i>None without prior District approval and parent consent</i>
<b>Grant Program Description</b>	
<p>This grant, a California Department of Education project, if funded, will be used to provide students with free fresh fruit and vegetable snacks during the school day as a supplement to (and not part of) the school breakfast and school lunch programs.</p> <p>This grant will serve to teach students about good nutrition; help to combat the high obesity epidemic in Kindergarten – grade 8 students, and increase the awareness of the importance of nutrition and active lifestyles.</p>	
Goals /Objectives	<ul style="list-style-type: none"> <li>• To improve nutrition knowledge and awareness of eating more servings of fruits and vegetables.</li> <li>• To provide an opportunity for students to consume fresh fruits and vegetables as well as an opportunity to try new and exciting produce items they typically would not try outside of the school day.</li> </ul>
Activities:	<ul style="list-style-type: none"> <li>• Elementary students in grades Kindergarten -8 will receive an extra serving of a fresh fruit or vegetable snack three days a week during the school day.</li> <li>• Students in grades Kindergarten -8 will receive nutrition education lessons infused with academic instruction based on common core curriculum and strategies.</li> <li>• Students will be included in nutrition education and physical activity promotions through the After School Programs and with support of community partnerships.</li> <li>• Dissemination and public awareness of this program through materials sent to parents.</li> </ul>

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of February 25, 2015 through March 10, 2015**

**ITEM:**                   **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary and Listing of Orders \$25,000 and over for the period of February 25, 2015 through March 10, 2015.

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of February 25, 2015 through March 10, 2015. A detailed listing is also included for orders \$25,000 and over for various items and services. These are new or revised purchase orders that have been previously approved on the contracts report.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Ratify Purchase Order Summary and Listing of Orders \$25,000 and over for the period of February 25, 2015 through March 10, 2015.



# Santa Ana Unified School District

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Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations

Richard L. Miller, Ph.D., Superintendent

Date: March 6, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO  
Subject: Purchase Order Summary: From 25-FEB-2015 through 10-MAR-2015

Fund 01 General Fund	\$1,287,148.70
Fund 12 Child Development	\$1,386.15
Fund 13 Cafeteria Fund	\$97,330.12
Fund 14 Deferred Maintenance Fund	\$17,701.22
Fund 25 Capital Facilities Fund	\$12,749.85
Fund 26 Measure G Bond	\$5,632.99
Fund 29 Measure G	\$159,366.95
Fund 40 Special Reserve Fund	\$77,261.63
Fund 68 Workers' Compensation	\$10,000.00
Grand Total:	\$1,565,013.92

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

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SAUSD Board of Education Purchase Order Listing \$25,000 and over

From 25-FEB-2015 through 10-MAR-2015

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PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310006	AT&T			
Unrestricted	Landline/Internet	DISTRICTWIDE		\$184,498.69
Discretionary				
Accounts				
310736	NHR NEWCO HOLDINGS, LLC. dba CURVATURE, LLC			
Unrestricted	Equipment	TECHNOLOGY		\$86,000.00
Discretionary	Maintenance	INNOVATION SERVICES		
Accounts	Supplies			
312849	PROCARE ONE NURSES, LLC			2014/08/26
Unrestricted	Consultant	PUPIL SUPPORT		\$60,000.00
Discretionary	Noninstructional	SERVICES		
Accounts				
314436	IFUSION SOLUTIONS, INC.			2014/10/28
Unrestricted	Consultant	BUSINESS SERVICES		\$160,000.00
Discretionary	Noninstructional	DIVISION		
Accounts				
LCFF	Consultant	BUSINESS SERVICES		\$90,000.00
Supplemental/ Concentration	Noninstructional	DIVISION		
316548	ILAPAK, INC.			
Child Nutrition: School Programs	Other Equipment	NUTRITION SERVICES		\$69,652.00
316568	NINYO & MOORE GEOTECHNICAL & ENVIROMENTAL SCIENCE			
Emergency Repair Program Williams	Building Lab Tests Construction	SADDLEBACK HIGH SCHOOL		\$70,616.00
316569	VIRCO, INC.			
Measure G Series E	Other Equipment	FRANKLIN ELEMENTARY SCHOOL		\$76,697.76
316570	VIRCO, INC.			
Measure G Series E	Other Equipment	KING ELEMENTARY SCHOOL		\$81,874.19
316704	THE LEARNING TOGETHER COMPANY			
Before and After School	Sub-Agreements for Services	EDUCATIONAL SERVICES DIVISION		\$274,594.50
Before and After School	Consultants Instructional	EDUCATIONAL SERVICES DIVISION		\$25,000.00

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Expenditure Summary and Warrant Listing for Period of February 25, 2015 through March 10, 2015**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Christeen Betz, Director, Accounting**

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

The Expenditure Summary consists of all warrants created during the period of February 25, 2015 through March 10, 2015. A detailed listing for expenditures \$25,000 and over is also included. These items have already been submitted in the prior month's Purchase Order report.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Ratify Expenditure Summary and Warrant Listing of expenditures over \$25,000 for the period of February 25, 2015 through March 10, 2015.



# Santa Ana Unified School District

**Stefanie P. Phillips, Ed.D.**  
*Deputy Superintendent,  
Operations, CBO*

**Richard L. Miller, Ph.D., Superintendent**

Date: March 10, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations  
Subject: Expenditures Summary: From 25-FEB-2015 through 10-MAR-2015

Fund 01 General Fund	\$4,507,651.73
Fund 12 Child Development	\$4,613.98
Fund 13 Cafeteria Fund	\$1,121,986.40
Fund 14 Deferred Maintenance Fund	\$66,538.27
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$343.00
Fund 25 Capital Facilities Fund	\$97,449.65
Fund 26 Measure G Bond	\$38,802.77
Fund 29 Measure G	\$282,872.41
Fund 35 County School Facilities Fund	\$1,878,553.62
Fund 40 Special Reserve Fund	\$308,179.53
Fund 49 Capital Project Fund for Blended Component	\$2,000.00
Fund 56 Debt Service Fund	\$1,569,316.88
Fund 68 Workers' Compensation	\$51,256.90
Fund 69 Health & Welfare	\$1,986,650.30
Fund 81 Property & Liability	\$23,005.18
Total Expenditures:	\$11,939,220.62

Prepared By: Christeen Betz, Director, Accounting

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

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# SAUSD Board of Education Warrant Listing

February 25, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84203362	<b>XEROX CORPORATION</b> Unrestricted One-time Funds	PUBLICATIONS	\$33,046.85
84203313	<b>SOUTHERN CALIFORNIA EDISON</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$47,515.74
84203511	<b>WAXIE SANITARY SUPPLY</b> Fund 01 General Fund Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT BUILDING SERVICES	\$45,122.16
84203464	<b>AT&amp;T DATACOMM, INC. dba AT&amp;T DATACOMM</b> Common Core State Standards E-Rate Fund 01 General Fund	EDUCATIONAL SERVICES DIVISION DISTRICTWIDE ACCOUNTING DEPARTMENT	\$165,618.27
84203461	<b>WARE DISPOSAL, INC.</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$37,776.76
84203453	<b>THE BANK OF NEW YORK MELLON TRUST COMPANY</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$1,100,000.00
84203374	<b>CONTINUITY FOCUS, INC.</b> Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$53,795.01
84203358	<b>UNIVERSITY OF SOUTHERN CALIFORNIA</b> ASCIP Risk Control STAT (Simulation for Threat Assessment Training)	RISK MANAGEMENT	\$38,332.47
84203354	<b>THE EDUCATION TRUST dba - THE EDUCATION TRUST-</b> LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$40,627.32
84203343	<b>PLAYWORKS EDUCATION ENERGIZED</b> IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL	\$30,000.00

# SAUSD Board of Education Warrant Listing

February 25, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>84203340</b>	<b>KAPLAN K-12 LEARNING SERVICES</b> Unrestricted - CAHSEE Intensive (7055)  Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL  SADDLEBACK HIGH SCHOOL	<b>\$31,920.00</b>
<b>84203329</b>	<b>DT-COMP, INC.</b> Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	<b>\$27,000.00</b>
<b>84203321</b>	<b>BOYS AND GIRLS CLUB OF SANTA ANA</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	<b>\$54,090.58</b>
<b>84203315</b>	<b>ACTIVE LEARNING</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	<b>\$42,876.00</b>
<b>84203417</b>	<b>APPLE, INC.</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships Education Academy [0434] CHS  IASA: Title I Basic Grants Low-Income and Neglected, Part A  LCFF-Supplemental/Concentration  Special Education  Unrestricted Discretionary Accounts	AFTER SCHOOL PROGRAMS  CENTURY HIGH SCHOOL  EDISON ELEMENTARY SCHOOL  MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL ELEMENTARY DIVISION  SPECIAL EDUCATION  PUBLICATIONS	<b>\$39,633.59</b>



# SAUSD Board of Education Warrant Listing

February 25, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>84203526</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL NUTRITION SERVICES	<b>\$40,877.17</b>
<b>84203524</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$91,832.45</b>
<b>84203521</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES SANTA ANA HIGH SCHOOL	<b>\$41,152.32</b>
<b>84203522</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$52,239.16</b>
<b>84203533</b>	<b>DRIFTWOOD DAIRY</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$56,915.34</b>
<b>84203539</b>	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL NUTRITION SERVICES	<b>\$28,797.94</b>
<b>84203541</b>	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL	<b>\$38,061.23</b>
<b>84203528</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$25,353.62</b>

# SAUSD Board of Education Warrant Listing

February 25, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84203543	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL  MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES  SEGERSTROM HIGH SCHOOL  SIERRA PREPARATORY ACADEMY  VALLEY HIGH SCHOOL	<b>\$54,815.06</b>
<b>Fund 25 Capital Facilities Fund</b>			
84203557	<b>PJHM ARCHITECTS, INC.</b> Fund 25 Walker/Roosevelt Joint Use	WALKER ELEMENTARY SCHOOL	<b>\$71,137.68</b>
<b>Fund 26 Measure G Bond</b>			
84203560	<b>PJHM ARCHITECTS, INC.</b> Fund 26 Measure G Bond Series B	FRANKLIN ELEMENTARY SCHOOL  HENINGER ELEMENTARY SCHOOL	<b>\$26,962.00</b>
<b>Fund 29 Measure G</b>			
84203563	<b>PJHM ARCHITECTS, INC.</b> Fund 29 Measure G Series E	FRANKLIN ELEMENTARY SCHOOL  KING ELEMENTARY SCHOOL	<b>\$29,018.97</b>

# SAUSD Board of Education Warrant Listing

February 25, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 35 County School Facilities Fund</b>			
84203566	<b>CONSTRUCTION ELECTRIC, INC.</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$79,831.35</b>
84203567	<b>CUYAMACA CONST., INC.</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$322,526.90</b>
84203569	<b>EMPYREAN PLUMBING, INC.</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$33,330.75</b>
84203572	<b>INLAND BUILDING CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$64,904.00</b>
84203574	<b>NEXUS IS, INC.</b> Fund 35 OPSC School Facilities Bond Projects  Fund 35 OPSC School Facilities Bond Projects-Second Issuance	KING ELEMENTARY SCHOOL  LATHROP INTERMEDIATE SCHOOL  FREMONT ELEMENTARY SCHOOL	<b>\$65,169.51</b>
84203575	<b>R.C. CONSTRUCTION SERVICES, INC.</b> Fund 35 OPSC School Facilities Bond Projects	KING ELEMENTARY SCHOOL	<b>\$357,694.88</b>
84203576	<b>R.C. CONSTRUCTION SERVICES, INC.</b> Fund 35 OPSC School Facilities Bond Projects	FRANKLIN ELEMENTARY SCHOOL	<b>\$489,917.19</b>
84203579	<b>SECURITY BANK OF CALIFORNIA</b> Fund 35 OPSC School Facilities Bond Projects	FRANKLIN ELEMENTARY SCHOOL	<b>\$25,785.12</b>
84203565	<b>BEST CONTRACTING SERVICES, INC</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$25,452.40</b>

# SAUSD Board of Education Warrant Listing

February 25, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 40 Special Reserve Fund</b>			
84203586	PCM3, INC. Emergency Repair Prgm. Williams Case	LATHROP INTERMEDIATE SCHOOL  LINCOLN ELEMENTARY SCHOOL  MARTIN ELEMENTARY SCHOOL  REMYNGTON ELEMENTARY SCHOOL  ROOSEVELT ELEMENTARY SCHOOL  SADDLEBACK HIGH SCHOOL  SPURGEON INTERMEDIATE SCHOOL  WILLARD INTERMEDIATE SCHOOL	\$96,121.13
84203584	NEXUS IS, INC. Fund 40 Special Reserve Fund	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$176,081.02
<b>Fund 56 Debt Service Fund</b>			
84203588	THE BANK OF NEW YORK MELLON TRUST COMPANY COP 2007	DISTRICTWIDE	\$1,569,316.88
<b>Fund 69 Health &amp; Welfare</b>			
84203591	KAISER FOUNDATION HEALTH PLAN Health & Welfare - Active Employees  Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS  DISTRICT EMPLOYEE BENEFITS	\$1,383,743.51
84203592	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees  Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS  DISTRICT EMPLOYEE BENEFITS	\$500,000.00
<b>Grand Total:</b>			<b>\$7,534,392.33</b>

# SAUSD Board of Education Warrant Listing

March 04, 2015

Page 1 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84203692	<b>API WIZARD, LLC</b> Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	<b>\$28,225.00</b>
84203597	<b>EL SOL SCIENCE AND ARTS ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$165,058.00</b>
84203599	<b>NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$86,683.00</b>
84203600	<b>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$114,594.00</b>
84203601	<b>ORANGE COUNTY HIGH SCHOOL OF THE ARTS</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$387,434.00</b>
84203602	<b>SOUTHERN CALIFORNIA EDISON</b> Head Start Unrestricted Discretionary Accounts	CHILD DEVELOPMENT  DISTRICTWIDE	<b>\$315,341.56</b>
84203603	<b>ACTIVE LEARNING</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	<b>\$43,372.00</b>
84203606	<b>CAL PERS SAFETY</b> Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	<b>\$70,159.71</b>
84203609	<b>DISCOVERY CUBE ORANGE COUNTY</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	<b>\$72,358.76</b>
84203629	<b>REVOLVING CASH FUND</b> Fund 01 General Fund  IASA: Title I Basic Grants Low-Income and Neglected, Part A  Special Education  Unrestricted Discretionary Accounts	CASH ACCOUNT  EARLY CHILDHOOD EDUCATION  SPECIAL EDUCATION  SPEECH & LANGUAGE  ACCOUNTING DEPARTMENT	<b>\$56,592.90</b>

# SAUSD Board of Education Warrant Listing

March 04, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		BOARD OF EDUCATION	
		CENTURY HIGH SCHOOL	
		DISTRICTWIDE	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SECONDARY DIVISION	
		SEGERSTROM HIGH SCHOOL	
		SUPERINTENDENT'S OFFICE	
		VALLEY HIGH SCHOOL	
<b>84203631</b>	<b>SCHOLASTIC, INC.</b>		<b>\$25,390.00</b>
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
<b>84203635</b>	<b>THINK TOGETHER</b>		<b>\$158,650.00</b>
	21st Century ASSETS (roll-up 4124)	EDUCATIONAL SERVICES DIVISION	
<b>84203643</b>	<b>AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>\$54,421.47</b>
	Carol M White PEP Grant	SPECIAL PROJECTS/WELLNESS	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	SANTIAGO ELEMENTARY SCHOOL	
		SCHOOL POLICE SERVICES	
<b>84203596</b>	<b>EDWARD B. COLE, SR. ACADEMY</b>		<b>\$73,067.00</b>
	Fund 01 General Fund	CASH ACCOUNT	

# SAUSD Board of Education Warrant Listing

March 04, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84203682	<b>SOUTHWEST SCHOOL AND OFFICE SUPPLY</b> Fund 01 General Fund	ACCOUNTING DEPARTMENT  WAREHOUSE AND DELIVERY	<b>\$59,598.01</b>
 <b>Fund 13 Cafeteria Fund</b>			
84203822	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$45,821.33</b>
84203824	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL  NUTRITION SERVICES	<b>\$145,657.84</b>
84203830	<b>ARROW RESTAURANT EQUIPMENT</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$41,322.96</b>
84203836	<b>DRIFTWOOD DAIRY</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$46,808.31</b>
84203839	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$31,205.53</b>
84203841	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL  MCFADDEN INTERMEDIATE SCHOOL  NUTRITION SERVICES  SPURGEON INTERMEDIATE SCHOOL	<b>\$30,312.78</b>
84203856	<b>THE FRUITGUYS</b> Child Nutrition: Fresh Fruit and Vegetable Program	ADAMS ELEMENTARY SCHOOL  CARVER ELEMENTARY SCHOOL  DAVIS ELEMENTARY SCHOOL  DIAMOND ELEMENTARY SCHOOL  EDISON ELEMENTARY SCHOOL  ESQUEDA ELEMENTARY SCHOOL	<b>\$147,399.00</b>

# SAUSD Board of Education Warrant Listing

March 04, 2015

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Check #

Vendor

Location

Amount

FRANKLIN ELEMENTARY SCHOOL  
FREMONT ELEMENTARY SCHOOL  
GARFIELD ELEMENTARY SCHOOL  
HARVEY ELEMENTARY SCHOOL  
HENINGER ELEMENTARY SCHOOL  
HEROES ELEMENTARY SCHOOL  
HOOVER ELEMENTARY SCHOOL  
JACKSON ELEMENTARY SCHOOL  
KENNEDY ELEMENTARY SCHOOL  
KING ELEMENTARY SCHOOL  
LINCOLN ELEMENTARY SCHOOL  
LOWELL ELEMENTARY SCHOOL  
MADISON ELEMENTARY SCHOOL  
MARTIN ELEMENTARY SCHOOL  
MONROE ELEMENTARY SCHOOL  
MONTE VISTA ELEMENTARY SCHOOL  
PIO PICO ELEMENTARY SCHOOL  
REMINGTON ELEMENTARY SCHOOL  
ROMERO-CRUZ ELEMENTARY SCHOOL  
ROOSEVELT ELEMENTARY SCHOOL  
SEPULVEDA ELEMENTARY SCHOOL  
WALKER ELEMENTARY SCHOOL  
WASHINGTON ELEMENTARY SCHOOL  
WILSON ELEMENTARY SCHOOL



# SAUSD Board of Education Warrant Listing

March 04, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 29 Measure G</b>			
84203882	<b>ASSOCIATED SOILS ENGINEERING, INC.</b> Fund 29 Measure G Series E	MITCHELL CHILD DEVELOPMENT CENTER	\$25,234.41
84203883	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 29 Measure G Series E	WILSON ELEMENTARY SCHOOL	\$43,247.00
84203884	<b>NEXUS IS, INC.</b> Fund 29 Measure G Series E	KING ELEMENTARY SCHOOL	\$178,968.13
<b>Fund 35 County School Facilities Fund</b>			
84203893	<b>HORIZONS CONSTRUCTION CO. INT'L, INC.</b> Fund 35 OPSC School Facilities Bond Projects	WILSON ELEMENTARY SCHOOL	\$265,917.82
84203889	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	\$43,529.88
<b>Fund 68 Workers' Compensation</b>			
84203905	<b>SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP.</b> Fund 68 Workers' Compensation	RISK MANAGEMENT	\$26,689.30
<b>Fund 69 Health &amp; Welfare</b>			
84203907	<b>DELTA DENTAL INSURANCE COMPANY</b> Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$46,365.04
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84203911	<b>VISION SERVICE PLAN</b> Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$37,209.67
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Grand Total:</b>			<b>\$2,866,634.41</b>

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of Disposal of Used Vehicles

**ITEM:** Consent

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of disposal of used vehicles. The District has surplus vehicles that have been deemed unserviceable due to overall mechanical condition, excessive mileage or age.

**RATIONALE:**

All vehicles have been inspected and discovered to be non-operative beyond use of repair. The vehicles are being disposed through public auction. Monies from the sale and disposal of District vehicles will be deposited to the General Fund. Authorization by the Board is required for disposal.

Four vehicles have been identified as surplus vehicles as follows:

Vehicle No.	Year	Make	VIN No./Serial No.	Miles	License No.	District ID	Location
210	1985	Chevy Van	1GCDM15NXFB125598	N/A	400435	29677	District
234	1987	Chevy Van	2GBHG31K1H4138505	N/A	101687	29644	District
240	1988	Chevy Van	1GCCM15Z0JB190127	N/A	101691	29634	District
255	1990	Ford Pickup	1FTHF25H4LLA41634	N/A	263148	26988	District

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the disposal of used vehicles, pursuant to Board Policy 3270.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**            **Approval of Substitute Subcontractor for Bid Package Increment 2 Fencing at SAUSD Sports Complex**

**ITEM:**            **Consent**

**SUBMITTED BY:** **Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

**PREPARED BY:** **Todd Butcher, Director, Construction**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for Bid Package Increment 2 for the fencing project at SAUSD Sports Complex as per Public Contract Code Section 4107; "when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract or fails or refuses to meet the bond requirement for the scope of work specified."

**RATIONALE:**

At its January 27, 2015 meeting, the Board awarded a contract for Bid Package Increment 2 to P.H. Hagopian Contractor, Inc. P.H. Hagopian Contractor, Inc. has requested the substitution from Lightning Fence Co., Inc. to Wolverine Fence as the fencing subcontractor due to the failure of Lightning Fence Co., Inc. to execute a written contract for the scope of work specified. The District has followed Public Contract Code Section 4107.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve Wolverine Fence as the substitute subcontractor for Bid Package Increment 2 Fencing at SAUSD Sports Complex.

# **LIGHTNING FENCE CO., INC.**

*Proudly serving southern California since 1985*

15540 El Camino Entrada  
Poway, CA 92064  
(858) 679-6524 Phone  
(858) 679-6523 Fax

License# 75748  
Class A, C-13  
dan@lightningfenceinc.com

Santa Ana Unified School District Facilities and Government Relations  
1601 E. Chestnut  
Santa Ana, CA 92701

February 10, 2015

ATTN: Todd Butcher; Yvette Miranda; Myra Gonzalez; Dave Woolsey

RE: Santa Ana Unified School District Letter Dated February 6, 2015

This letter is in response to the above referenced letter from the District to Lightning Fence Co., Inc. (LFC).

P.H. Hagopian Construction (PHHC) informed the District in a letter dated February 5, 2015 that LFC refused to enter into a subcontract with PHHC, and therefore would like to replace LFC with Wolverine Fence Co.

The letter incorrectly leads the District to believe that LFC made the decision to not work on the project.

At approximately 10:30 am on Wednesday, February 4, 2015, Paul Hagopian called myself, Dan Flud, stating that he was going to notify the District that he was replacing LFC on the Sports Complex Project to another subcontractor. I was very surprised and caught off guard at the sudden change in plans, and asked the reasoning for this decision.

Mr. Hagopian at first simply stated that he was not going to deal with LFC due to troubles he was dealing with. I responded that there were no issues; the contract was being signed, the bonds had been requested, and things were in order.

Mr. Hagopian then responded that there was a very big concern over LFC being able to competently complete the project, due to comments made from a competitor of LFC and from the District itself—namely Dave Woolsey. Mr. Hagopian stated that Mr. Woolsey had told him that he was very concerned about LFC being able to perform.

I stated that I would personally call Mr. Woolsey, because I did not believe Mr. Woolsey would make such statements based on past performances of LFC and our ability to be preapproved by the District.

Mr. Hagopian stated that regardless he was still going to replace LFC. He also said that he was not bid shopping, and that would cost his company money, but he would not pursue damages from LFC—assuming LFC allows themselves to be removed from the project.

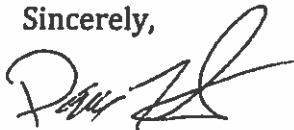
At this time, LFC will allow themselves to be replaced on the project for two reasons:

1. LFC understands that this is a time sensitive project and does not want to affect the District's timeline with potential litigation issues between PHHC and LFC.
2. For LFC to enter into a project with a contractor he would be forced to use LFC as a subcontractor, when that contractor controls every aspect of the project included scheduling and financial payments, there could be multiple unknown damaging ramifications toward LFC due to the caustic relationship.

If LFC seeks damages against PHHC, it will be done in a manner not to affect the District or the project being constructed.

If there are any questions or need for clarification, please do not hesitate to contact me at (858) 829-1125, or by email at [dan@lightningfenceinc.com](mailto:dan@lightningfenceinc.com).

Sincerely,



Dan Flud  
President  
Lightning Fence Co., Inc.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Authorization to Reject all Bids for Bid Package No. 1 Aquatic Center Classroom at Segerstrom High School

**ITEM:** Consent

**SUBMITTED BY:** Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

**PREPARED BY:** Todd Butcher, Director, Construction

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to reject all bids for Bid Package No. 1 for the aquatic center classroom project at Segerstrom High School.

**RATIONALE:**

At its October 14, 2014 meeting, the Board authorized staff to obtain bids for Aquatic Center Classroom at Segerstrom High School. Legal advertisement of notice calling for bids was placed in the *Orange County Register* on January 6 and 13, 2015. Staff is in agreement that all bids be rejected. The bids received exceeded the project budget. The Board is requested to reject all bids for Bid Package No. 1 Aquatic Center Classroom project at Segerstrom High School.

**FUNDING:**

Capital Facilities Fund: \$65,000

**RECOMMENDATION:**


Authorize staff to reject all bids for Bid Package No. 1 Aquatic Center Classroom at Segerstrom High School.



**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of Revised Job Description: Transportation Scheduler

**ITEM:** Consent 

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the revised job description: Transportation Scheduler to Student Transportation Router. This classified position will report to the Manager of Transportation. The Student Transportation Router will perform technical duties in the preparation, analysis and revision of bus operating schedules; assist in the supervision of pupil transportation services; coordinate home-to-school transportation schedules for students; and coordinate and schedule extra trips, athletics, and special events.

The District currently utilizes an outside consultant to provide this service but with the recent hire of the Manager of Transportation and revision of this position will allow the District to provide this service with internal staff reducing the utilization of outside consultants.

The District has met with CSEA leadership regarding this job description revision on the following dates: February 12, February 19, and February 26, 2015. This job description was approved by the CSEA 610 process on March 11, 2015.

The revised job description is attached.

**RATIONALE:**

The Student Transportation Router prepares description of routes, maps, schedule of stops and running time, number and size of vehicle required information for the bus contractor(s). The upgraded job description requires the utilization of computer-based software to develop all bus routes and schedules for the School District and coordination with the bus contractors.

Funding for this position is within the current district budget and the District will save funds by not renewing a contract with an outside consultant that provides scheduling and customer service support to the transportation department. After revising this current job description, adding a dedicated position for customer service, and not renewing the consultant agreement the District will save over \$100,000.



**FUNDING:**

General Funding: Classified Monthly Salary - Grade 40: \$4,656 - \$5,940

**RECOMMENDATION:**

Approve the revised job description of Transportation Scheduler to Student Transportation Router.

MAM:nr



## SANTA ANA UNIFIED SCHOOL DISTRICT

### STUDENT TRANSPORTATION SCHEDULER ROUTER

#### BASIC FUNCTION: **JOB SUMMARY:**

Under the direction of the ~~Supervisor~~ **Manager** of Transportation **performs technical duties in the preparation, analysis and revision of bus operating schedules; assists in the supervision of pupil transportation services; to** coordinates home-to-school transportation schedules for students; **and** coordinates and schedules extra trips, **athletics, and special events. The Student Transportation Router is responsible for: carrying out and explaining the School District's policies, methods and procedures relative to the development and monitoring of school bus schedules; making regular contact with the personnel of various school departments, bus contractor and drivers, and parents; and assisting in the compilation of statistics for reports and records.**

#### REPRESENTATIVE DUTIES:

- **Utilizing computer based software develops all school bus routes and schedules for the School District and coordinates these routes with bus contractors. E**
- **Prepares the following for the Bus Contractor(s): description of routes, maps, schedule of stops and running time, number and size of vehicle required. E**
- **Monitor daily home-to-school routes and schedules for efficient, on-time, safe performance. Provide reports as needed. E**
- **Assign, delete or change student transportation services as determined by special education or regular school programs in accordance with district policies and regulations. Notify bus contractor and coordinate data. E**
- ~~Maintain ongoing contact~~ **Monitors transportation services throughout the year** with bus company dispatchers and managers to ensure routes are followed and schedules are met, **analyzing problems, investigating complaints, and initiating changes to resolve difficulties or to maximize vehicle utilization. E**
- **Keep accurate, current records of all routes and extra trip paperwork and make changes as necessary and appropriate. E**
- **Handle a heavy volume of phone calls from the general public in relation to the following: receive complaints from parents and schools regarding bus service and respond to them in a professional manner, and follow up on complaints by proposing corrective action to be taken; contract drivers and the bus company regarding early or late buses, missed stops, driver behavior, etc.; communicate with**

## STUDENT TRANSPORTATION ROUTER (CONTINUED)

### REPRESENTATIVE DUTIES: (Continued)

~~and/or~~ school site administrators; **and assist manager** in investigating and resolving complaints. E

- ~~When assigned by Supervisor~~ **Performs or supervises dry runs prior to the opening of school to evaluate the route, to determine the safety of bus stop locations, and during the year** field check bus routes, schedules and stop locations; make reports on observations. E
- **Communicate with department employees; receive requests, questions, concerns and suggestions; provide routine information and assistance and/or forward to appropriate personnel.** E
- Assists **manager** in auditing home-to-school and extra trip billings on a regular basis. E
- Coordinate transportation for special field trips and athletics. E
- **Responds to emergencies, e.g. accidents, lost children, equipment failure or breakdown.** E
- **Maintain current knowledge of California highway laws and regulations and State Department of Education regulations related to pupil transportation.** E
- **Prepare bus schedules for publication; compute costs for field trips; arrange for rental buses and other equipment as needed.** E
- **Perform a variety of clerical support duties as assigned; use a computer to compose correspondence, memos and other items; compile data from clearly defined sources and prepare reports.** E
- Perform related duties as assigned.

## STUDENT TRANSPORTATION ROUTER (CONTINUED)

### KNOWLEDGE AND ABILITIES:

#### Knowledge of:

- Principles of efficient bus routing, **dispatching**, and scheduling.
- Computer utilization **including scheduling software**.
- **Modern office practices, procedures and equipment. Ability to stay current with technology.**
- Applicable sections of California Education Code (CEC), California Code of Regulations (CCR) and the California Highway Patrol Manual (CHP 82.7) District, State and Federal rules and regulations related to the transportation of school pupils.
- Record keeping **and report preparation** techniques.
- **Customer service in dealing courteously, tactfully and effectively with the general public**
- English, grammar, spelling, punctuation and math.

#### Ability to:

- **Assign buses and drivers to designated routes and special events and trips.**
- **Review routes and schedules to accommodate changes.**
- Understand and follow oral/written directions.
- Establish and maintain effective working relationships with others.
- **Plan and organize work and** evaluate situations and determine priorities.
- **Prepare and** maintain accurate, current records, **logs, list, files and reports.**
- **Interpret, apply and explain applicable laws, codes, rules and regulations.**
- ~~Prepare and submit accurate reports.~~
- Communicate effectively both orally and in writing.
- Perform the essential functions of the job.
- **Complete work with many interruptions and meet schedules and timelines**

### EDUCATION AND EXPERIENCE:

~~Any combination equivalent to~~ Graduation (or equivalent) from high school **required** and with ~~one year of~~ college course work in transportation planning or a related field **leading toward an Associates (AA) degree desired.** ~~and~~ At least three years of **increasingly responsible** experience in school or public transportation service, **specifically in scheduling, dispatching, bus driving, or related experience required.** Experience with computerized transportation scheduling software is highly desired.

## STUDENT TRANSPORTATION ROUTER (CONTINUED)

### LICENSES AND OTHER REQUIREMENTS:

- Valid California driver's license.

### WORKING CONDITIONS:

#### ENVIRONMENT:

- Office and school environment **with frequent interruptions in a fast paced setting.**
- **Contact with dissatisfied or abusive individuals.**
- Community based field visits.
- Driving a vehicle to conduct work.
- **Ability to handle frequent changes in priorities.**

#### PHYSICAL ABILITIES:

- Hearing and speaking to exchange information in person or on the telephone.
- Seeing to read a variety of materials and drive a vehicle.
- Bending, kneeling or crouching.
- **Sitting for standing for extended periods of time.**
- **Dexterity of hands and fingers to operate a computer keyboard.**
- **Reaching over head, above the shoulders and horizontally.**
- **Lifting, carrying, pushing, or pulling moderately heavy objects.**
- Lifting, carrying or pushing objects, normally not exceeding forty (40) pounds.

#### HAZARDS:

- **Extended viewing of computer monitor.**
- **Working around and with office equipment having moving parts.**
- **Additional exposure to outdoor conditions and vehicle traffic when operating vehicles.**

**Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job with or without reasonable accommodation.**

Board Approved: (1/88) 5/01

**AGENDA ITEM BACKUP SHEET  
March 24, 2015**

**Board Meeting**

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

**ITEM:** Consent

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

**RATIONALE:**

Board approval of the Personnel Calendar is required for all Certificated and Classified personnel reports, non-confidential leaves of absences, and effective dates of resignations and retirements.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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

  
MAM:nr

Personnel Calendar  
Board Meeting - March 24, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENT</b>					
Westberg, Carmen	Assistant Principal	King	April 30, 2015		Retirement - 23 years
<b>RETIREMENT CHANGE IN DATE</b>					
Leventhal, Elliot	Teacher	Remington	From June 19, 2015 to June 30, 2015		Retirement - 17 years
<b>RESIGNATIONS</b>					
Acosta, Luisa	Speech and Language Pathologist	Speech Department	June 19, 2015		Personal - 7 years
Clark, Randy	Teacher	Willard	June 19, 2015		Moving - 17 years
Cohick, Nancy	Teacher	Taft	June 19, 2015		Moving, Family Responsibilities - 7 years
Ibanez, Amanda	Teacher	Godinez	March 10, 2015		Family Responsibilities - 4 years
Lopez, Pamela	Speech and Language Pathologist	Speech Department	June 19, 2015		Family Responsibilities - 10 years
Vo, Amy	Teacher	Willard	June 19, 2015		Personal - 2 years

Personnel Calendar  
Board Meeting - March 24, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES</b>					
Kinney, Anne	Teacher	Special Education	March 9, 2015		New Hire - Intern New Hire -
Sackett, Rebecca	Literacy Coach	Valley	March 4, 2015		Probationary I New Hire -
Villasenor, Leslie	Teacher	Monroe	February 24, 2015		Temporary 44920
<b>39-MONTH REEMPLOYMENT</b>					
	Speech and Language Pathologist				
Schwartz, Elsie		Speech Department	March 13, 2015	June 13, 2018	
<b>CHANGE IN STATUS</b>					
	Speech and Language Pathologist				
Hesser, Laura		Speech Department	September 22, 2015		From Intern to Probationary I
Rajpurkar, Anagha	Teacher	Saddleback	January 20, 2015		From Intern to Probationary II
<b>EXTENSION ON LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>					
Seaver, Alison	Teacher	Roosevelt	August 27, 2015	June 17, 2016	Child Care



Personnel Calendar  
Board Meeting - March 24, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CORRECTION ON EXTENSION ON LEAVE (21 duty days or more) -Without Pay and Without Benefits</b>					
Yepes, Jose	Teacher	Martin	August 27, 2015	June 17, 2016	Personal
<b>EXTENDED WORK YEAR 2014-15</b>					
English Learner					
Gonzalez, Cesar A.	Program Specialist	Program	April 6, 2015	June 30, 2015	7 Additional Days
English Learner					
Salafia-Bellomo, Jamie	Program Specialist	Program	April 6, 2015	June 30, 2015	7 Additional Days
<b>SPRING SPORTS 2014-15</b>					
C'De Baca, Cooper	Assistant Coach	Godinez	2014-15		Track
Cortez, Heriberto	Head Coach	Godinez	2014-15		Tennis (Boys)
Fedele, Stephen	Assistant Coach	Godinez	2014-15		Baseball
Koeler, James	Head Coach	Godinez	2014-15		Volleyball (Boys)
Lee, Torrence	Assistant Coach	Godinez	2014-15		Swimming
Mac Lennan, Luke	Head Coach	Godinez	2014-15		Baseball
McCluskey, Kameron	Assistant Coach	Godinez	2014-15		Track
Morris, Jessica	Head Coach	Godinez	2014-15		Swimming
Parga, Regina	Assistant Coach	Godinez	2014-15		Tennis (Boys)
Pinto, Franklin	Assistant Coach	Godinez	2014-15		Baseball
Pola, Kevin	Head Coach	Godinez	2014-15		Track
Watts, Matthew	Assistant Coach	Godinez	2014-15		Track

**Personnel Calendar  
Board Meeting - March 24, 2015  
CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>SPRING SPORTS 2014-15 (Continued)</b>					
Gonzalez, Samuel	Assistant Coach	Saddleback	2014-15		Swimming
Gregory, Susan	Head Coach	Saddleback	2014-15		Volleyball (Boys)
Griggs, Bishop	Head Coach	Saddleback	2014-15		Baseball
Mc Cord, Derek	Head Coach	Saddleback	2014-15		Swimming
Pesak, Rod	Assistant Coach	Saddleback	2014-15		Track
Silva, Meliton	Head Coach	Saddleback	2014-15		Track
Soto, Rafael Jr.	Assistant Coach	Saddleback	2014-15		Volleyball (Boys)
Thompson, Robert	Head Coach	Saddleback	2014-15		Football
Young, John	Assistant Coach	Saddleback	2014-15		Baseball, Football
Erikson, Tom	Head Coach	Santa Ana	2014-15		Tennis (Boys)
Gutierrez, David	Assistant Coach	Santa Ana	2014-15		Track, Football
Lillie, Brian	Head Coach	Santa Ana	2014-15		Volleyball (Boys)
Mitchell, Glenn	Head Coach	Santa Ana	2014-15		Softball
Ramirez, Robert	Assistant Coach	Santa Ana	2014-15		Tennis (Boys)
Rocha Rodriguez, Diego	Head Coach	Santa Ana	2014-15		Track
TeGantvoort, Charles	Head Coach	Santa Ana	2014-15		Football
<b>STIPENDS 2014-15</b>					
Butler, Merlo		Century	2014-15		AVID Coordinator

Personnel Calendar  
Board Meeting - March 24, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>HOME TEACHER 2014-15</b>					
Kungl, Aimee	Home Teacher	Pupil Support Services	January 29, 2015	June 18, 2015	If and as needed basis
<b>VOLUNTARY ADMINISTRATIVE TRANSFERS</b>					
Ayala, Adrain	Assistant Principal	Community Day Intermediate/High School	July 1, 2015		From Principal at Lathrop Intermediate School to Assistant Principal at Community Day Intermediate/High School
Infante, Julie	Principal	Lathrop	July 1, 2015		From Principal at Santa Ana High School to Principal at Lathrop Intermediate School

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
APEX/CAHSEE Extra Duty (Ratification)	Century	Title I	\$20,000	August 27, 2014
Cultural Enrichment Field Trip (Ratification)	Segerstrom	Title I	\$3,900	February 25, 2015
GATE Symposium (Ratification)	Mendez	Title I	\$8,700	March 11, 2015
Pentathlon Coaches (Ratification)	Spurgeon	General Funds	\$2,200	March 11, 2015
Program Planning - Certificated	Willard	Title I	\$6,000	March 25, 2015
Program Planning - TOSA	Willard	Title I	\$2,000	March 25, 2015
Program Planning - Counselors	Willard	Title I	\$2,000	March 25, 2015
Spring School	Segerstrom	General Funds	\$500	March 25, 2015
Summer Enrichment Program	Educational Services	Title I Core	\$400,000	March 25, 2015
Summer Enrichment Program	Educational Services	Title I Core	\$1,600,000	July 1, 2015
Title I Program Planning	Chavez	Title I	\$4,000	March 30, 2015

Board Meeting  
March 24, 2015

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - March 24, 2015**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>RETIREMENTS</b>						
Dixon, Dale Joseph	Asst. Superintendent of Facilities	Facilities Dept.	May 31, 2015			7 years, 2 months
Garcia, Miriam	Instr. Asst. Computer	Esqueda Publications	June 18, 2015			21 years, 8 months
Vu, Peter	Offset Printer II	Dept.	April 30, 2015			28 years, 8 months
<b>RESIGNATIONS</b>						
Arrieta, Stephanie	SSP Sp. Ed.	Heninger	March 6, 2015			Personal - 4 months
Avila Medrano, Clara	After School IP	Fremont	January 5, 2015			Personal - 1 month
Gonzalez, Diana	SSP Sp. Ed.	Jefferson	March 17, 2015			Personal - 3 months
Martinez Hernandez, Erika	After School IP	Lathrop	February 20, 2015			Personal - 1 month
Matos, Josue	After School IP	McFadden	January 30, 2015			Personal - 1 month
Moseray, Magnus	After School IP	Muir	February 27, 2015			Personal - 1 month
Salcido, Phaedra	Fd. Svc. Wkr.	Jackson	March 3, 2015			Personal - 3 months
Salgado, Itzel	SSP Sp. Ed.	Godinez	June 19, 2014			Personal - 9 months

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 24, 2015**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>RESIGNATIONS (Continuation)</b>						
Varela, Jessica	After School IP	Greenville	March 6, 2015			Personal - 2 months
<b>ABSENCES (3 to 20 duty days - Without Pay)</b>						
Jones, Christina	Instr. Asst. Sev. Dis. Autism	Santa Ana	March 18, 2015	April 21, 2015		Personal
Locken, Wendy	Paraprofessional	Esqueda	June 15, 2015	June 18, 2015		Personal
Navarro, Diane	Library Media Tech.	Roosevelt	March 9, 2015	March 20, 2015		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Andrade, Sayra	Preschool Teacher	ECE	February 23, 2015		IIIIC/1	
Angel, Javier	After School IP	After School Program	March 6, 2015		16/6	
Contreras, Andres	After School IP	After School Program	March 23, 2013		16/3	
Cortes, Krystal	After School IP	After School Program	January 3, 2015		16/1	
Cortez, Steven	Fd. Svc. Wkr.	Sierra	March 25, 2015		11/1	
Dominguez, Mariela	Fd. Svc. Wkr.	Godinez	March 25, 2015		11/1	
Galaviz, Maria	After School IP	After School Program	March 17, 2015		16/1	
Jones, Sheri	After School IP	After School Program	March 9, 2015		16/6	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 24, 2015**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Longacre, David	SSP Sp. Ed.	Santiago	March 2, 2015		19/1	
Lucas, Henry	Fd. Svc. Wkr.	MacArthur	March 25, 2015		11/1	
Mase, Alicia	Fd. Svc. Wkr.	Lathrop	March 25, 2015		11/1	
Morales Cruz,		After School				
Marcela	After School IP	Program	March 9, 2015		16/6	
Ruiz, Narduslibia	Fd. Svc. Wkr.	Segerstrom	March 25, 2015		11/1	
		After School				
Salcedo, Isabel	After School IP	Program	March 5, 2015		16/6	
Sohn, Timothy	Budget Clerk	Budget Dept.	March 25, 2015		35/1	
Vega, Daniel	SSP Sp. Ed.	Sp. Ed.	March 13, 2015		19/1	
		After School				
Washington, Shaniece	After School IP	Program	March 17, 2015		16/2	
<b>PROMOTIONAL APPOINTMENTS</b>						
	School Police					
Chesmore, Brian	Supervisor/Sergeant	School Police	March 25, 2015		46/5	
	Plant Custodian					
Cuellar, Roberto	Elem.	Monte Vista	March 25, 2015		28/5	
	Autism					
Rosales, Mireya	Paraprofessional	Remington	March 23, 2015		24/5	
		Accounting				
Serrano, Daniel	Accounting Tech.	Dept.	March 25, 2015		31/1	

**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - March 24, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>REASSIGNMENT (Voluntary Demotion)</b>						
Hanna, Jacqueline	Admin. Secretary	Purchasing Dept.	April 11, 2015		30/6	From SELPA Secretary to Administrative Secretary
<b>REASSIGNMENTS</b>						
Alvarado, Angelica	Fd. Svc. Wkr.	Sierra	March 25, 2015		11/5	From 3.5 hours to 6.5 hours
Diaz, Jose	Fd. Svc. Wkr.	Willard	March 25, 2015		11/2	From 3.5 hours to 6.5 hours
Lopez, Sandra	Fd. Svc. Wkr.	Saddleback	March 25, 2015		11/6	From 3.5 hours to 6.5 hours
Rodriguez, Dolores	Fd. Svc. Wkr.	Segerstrom	March 25, 2015		11/2	From 3.5 hours to 6.5 hours
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b>						
Aguilar, Humberto	Plant Custodian Elem. Bldg. Svcs.	Nutrition Svcs.	March 9, 2015	March 30, 2015	28/2	
Alvarado, Angelica	Fd. Svc. Spvr. Int.	Nutrition Svcs.	February 10, 2015	February 12, 2015	27/1	
Alvarado, Angelica	Fd. Svc. Spvr. Int.	Nutrition Svcs.	March 9, 2015	March 13, 2015	27/1	
Anaya, Liliana	Fd. Svc. Spvr. Elem. Svcs.	Nutrition Svcs.	March 2, 2015	April 30, 2015	15/3	



**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - March 24, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)</b>						
Angel Felix, Wendi	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	March 12, 2015	April 30, 2015	15/2	
Becerra, Leornado	Rv. Ld. Custodian	Bldg. Svcs.	February 1, 2015	March 31, 2015	28/5 + Diff.	
Cervantes, Rosalba	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	March 3, 2015	March 10, 2015	15/6	
Cervantes, Rosalba	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	March 11, 2015	April 30, 2015	13/6	
Cobian de Rubio, Margarita	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	March 2, 2015	April 30, 2015	15/6	
Colin Cardenas, Jessica	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	March 12, 2015	April 30, 2015	15/6	
Cordon, Avely	Registrar Int.	Spurgeon	February 21, 2015	April 3, 2015	24/6	
Cregut-Gonzalez, Shanee	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	March 4, 2015	April 30, 2015	15/6	
Cuellar, Roberto	Rv. Ld. Custodian	Bldg. Svcs.	February 2, 2015	March 24, 2015	28/5 + Diff.	
Fernandez, Felix	Rv. Ld. Custodian	Bldg. Svcs.	February 17, 2015	March 16, 2015	28/3 + Diff.	
Guerrero, Elizabeth	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	March 9, 2015	March 13, 2015	13/6	
Hernandez, Liliana	Site Coordinator	After School Program	March 16, 2015	March 27, 2015	\$25	
Maciel, Elizabeth	Sch. Off. Asst. Sec.	Century	March 2, 2015	March 10, 2015	24/5	
Martinez, Lobelia	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	March 2, 2015	April 30, 2015	15/2	
Muñoz, Daisy	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	February 25, 2015	March 17, 2015	13/4	

**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - March 24, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)</b>						
Nieto, Cesar	Rv. Ld. Custodian	Bldg. Svcs. Nutrition	February 2, 2015	April 30, 2015	28/5 + Diff.	
Nuñez, Nadine	Sr. Fd. Svc. Wkr.	Svcs.	February 23, 2015	March 13, 2015	13/6	
Perez, Juan	Plant Custodian H.S.	Bldg. Svcs. Nutrition	February 2, 2015	April 30, 2015	35/2	
Ramirez, Maria	Fd. Svc. Spvr. Elem.	Svcs. Nutrition	March 2, 2015	April 30, 2015	15/6	
Ramirez, Noelia	Sr. Fd. Svc. Wkr.	Svcs. After School Program	March 4, 2015	April 30, 2015	13/6	
Rios, Mayra	Site Coordinator	Program	February 23, 2015	April 3, 2015	\$25	
Rosales, Erica	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	March 13, 2015	April 30, 2015	15/6	
Rubio, Priscilla	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	February 18, 2015	April 30, 2015	15/2	
Saldana, Carmen	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	March 2, 2015	April 30, 2015	15/4	
Sanchez, Cesar	Fd. Svc. Spvr. Int.	Nutrition Svcs.	March 2, 2015	April 30, 2015	27/2	
<b>ACTIVITY SUPERVISORS</b>						
Aguilar, Maria S.	Activity Supervisor	Garfield	March 9, 2015		10/1	
Castro, America	Activity Supervisor	Heroes	March 9, 2015		10/1	
Mejia, Ana	Activity Supervisor	Madison	March 9, 2015		10/1	
Mendez, Juan	Activity Supervisor	Esqueda	March 9, 2015		10/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - March 24, 2015**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>HOURLY APPOINTMENT</b>						
Aguillon, Eliel	Instr. Provider	Mendez	March 12, 2015		16/1	

**AGENDA ITEMS REQUESTS**  
**CLASSIFIED**  
 2014-15 School Year

<b>TITLE OF ACTIVITY</b>	<b>SITE</b>	<b>FUNDING</b>	<b>NOT TO EXCEED</b>	<b>EFFECTIVE</b>
Computer Set-Up	Construction Department	Maintenance OT	\$8,000	March 25, 2015
Early Childhood Education	Early Childhood Education State		\$5,000	March 25, 2015
Future Ready Schools Summit	Learning Innovation with Technology	Two-Way Digital	\$5,000	March 25, 2015
SSP Intervention Extra Duty	Fremont	General Fund	\$2,700	March 25, 2015
Summer Enrichment Program	Educational Services	Title I Set Aside (CORE)	\$10,000	March 25, 2015
Summer Enrichment Program	Educational Services	Title I Set Aside (CORE)	\$10,000	July 1, 2015

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Santa Ana Unified School District Bond Program Overview and Refunding Analyses

**ITEM:** Presentation

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

**PREPARED BY:** Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO

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**BACKGROUND INFORMATION:**

In light of decreases in bond interest rates the District has evaluated the potential refunding opportunities within the District's Central Park 2005 Special Tax Bonds and the Election 2008 Series A General Obligation Bonds.

**RATIONALE:**

This presentation is an informational overview and initial analysis of current debt and savings that could be provided to our tax payers.

**FUNDING:**

N/A

**RECOMMENDATION:**

Presented for information.

SP:mm



# Santa Ana Unified School District

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**Presentation: District Bond Program Overview and Refunding Analyses**

**March 24, 2015**

# General Obligation Bond/ CFD Debt Profile

- Voters approved two General Obligation Bond elections:
  - November 1999: \$145,000,000 (fully issued) – June 2008: \$200,000,000 (fully issued)

## Election of 1999 General Obligation Bonds

Series	Dated Date	Original Par	Outstanding Par	Final Maturity	Final Coupon	Call Feature
2000	4/10/2000	\$56,320,000	\$0	-	-	Refunded
2002	8/1/2002	\$38,000,000	\$0	-	-	Refunded
2002B	11/14/2002	\$50,828,156	\$24,188,565	8/1/2032	5.53%	Non-Callable
2009 Ref	12/8/2009	\$49,775,000	\$41,000,000	8/1/2029	4.25%	8/1/2019 @ 100
2010 Ref	12/13/2010	\$12,290,000	\$9,840,000	8/1/2022	5.00%	8/1/2020 @ 100
2012 Ref	10/1/2012	\$19,720,000	\$19,235,000	8/1/2032	3.25%	8/1/2022 @ 100

## Election of 2008 General Obligation Bonds

Series	Dated Date	Original Par	Outstanding Par	Final Maturity	Final Coupon	Call Feature
<b>2008A</b>	<b>8/19/2008</b>	<b>\$99,997,856</b>	<b>\$90,487,856</b>	<b>8/1/2033</b>	<b>5.13%</b>	<b>8/1/2018 @ 100 (CIBs Only)</b>
2009B	12/16/2009	\$34,861,114	\$34,861,114	8/1/2047	7.34%	Non-Callable
2008C (Tax Credit QSCB)	12/16/2009	\$19,240,000	\$19,240,000	9/15/2026	1.99%*	Non-Callable
2010D	12/13/2010	\$8,591,011	\$6,116,011	8/1/2020	5.00%	Non-Callable
2010E (BAB)	12/13/2010	\$19,775,000	\$19,775,000	8/1/2041	7.00%	Make Whole + 35 bps
2010F (Direct Pay QSCB)	12/13/2010	\$17,535,000	\$17,535,000	8/1/2028	6.45%	Non-Callable
		\$199,999,981	\$188,014,981			

\*Supplemental coupon rate

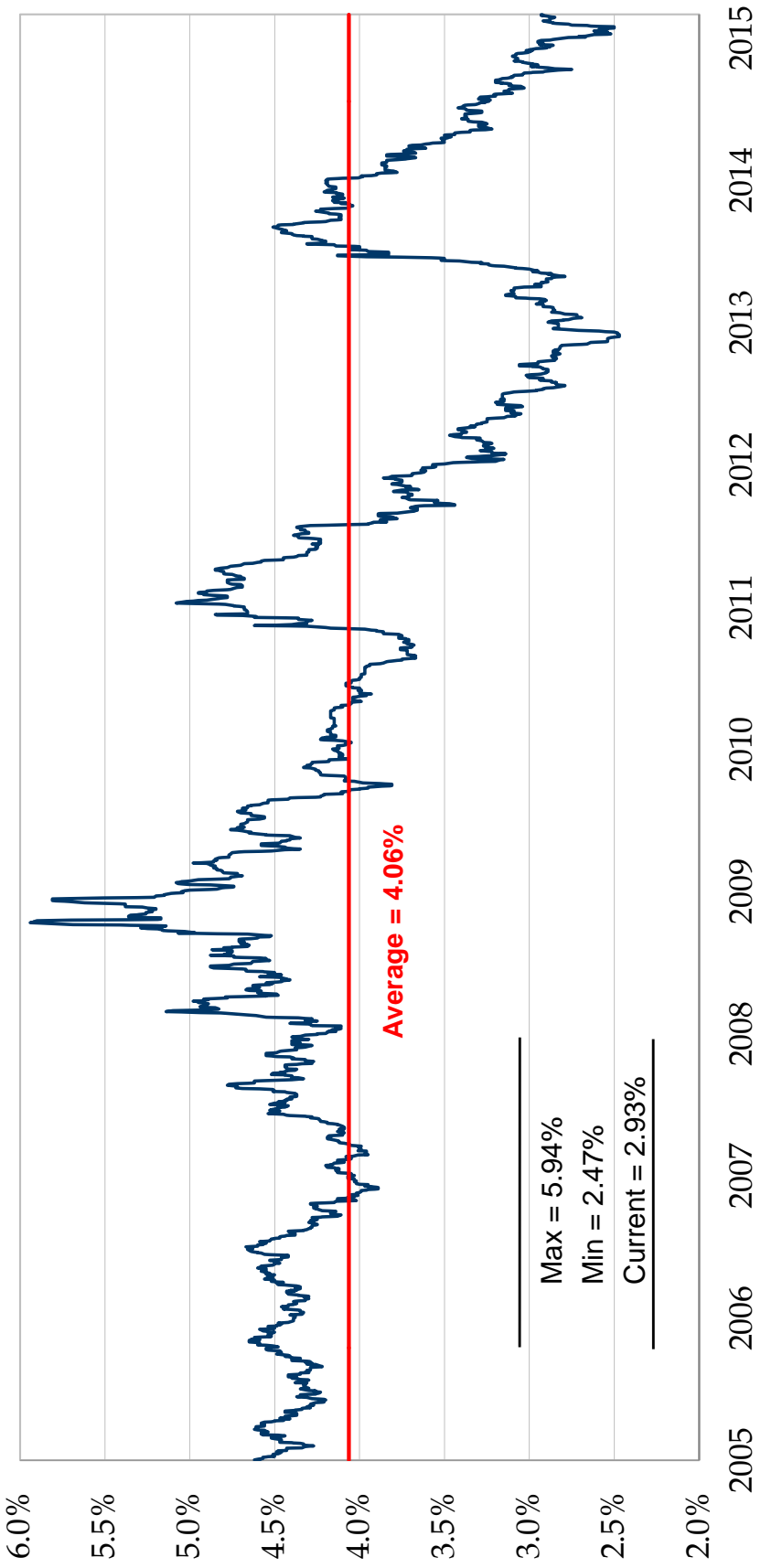
- The District has outstanding Special Tax Bonds related to CFD 2004-1 (Central Park Project)

## CFD 2004-1 2005 Special Tax Bonds

Series	Dated Date	Original Par	Outstanding Par	Final Maturity	Final Coupon	Call Feature
2004-1 Series 2005	9/14/2005	\$11,785,000	\$7,660,000	9/1/2035	5.10%	Any Int. Pmt Date @ 102%

*Municipal bond interest rates are near all-time lows*

**30-Year AAA Municipal Market Data Index**





- Refinancing the Election of 2008, Series A Bonds in today’s market is estimated to generate \$6.6 million of savings for taxpayers District-wide, net of all costs

### Estimated Refunding Results

Refunding Type	Current
Delivery Date	5/20/2015
Refunded Par	\$76,425,000
New Par	\$75,815,000
Prior Bond Interest Rate	5.24%
Ref. Bond Interest Rate	3.59%
<b>Gross Savings</b>	<b>\$6,595,111</b>
<b>NPV Savings (\$)</b>	<b>\$4,644,676</b>
<b>NPV Savings (%)</b>	<b>6.08%</b>

- Refinancing the 2005 Special Tax Bonds in today's market is estimated to generate \$1.6 million of savings for taxpayers within CFD 2004-1, net of all costs

### Estimated Refunding Results

Refunding Type	Current
Delivery Date	6/3/2015
Refunded Par	\$7,660,000
New Par	\$7,780,000
Prior Bond Interest Rate	5.06%
Ref. Bond Interest Rate	3.74%
<b>Gross Savings</b>	<b>\$1,611,550</b>
<b>NPV Savings (\$)</b>	<b>\$663,710</b>
<b>NPV Savings (%)</b>	<b>8.66%</b>

# Preliminary Financing Schedule

Date	Event
March 24 <sup>th</sup>	Informational items presented to Board
Week of April 13 <sup>th</sup>	Meetings with rating agencies
April 28 <sup>th</sup>	Board of Education adopts Refunding Bond Resolutions
Week of May 4 <sup>th</sup>	Pricing of General Obligation Refunding Bonds Pricing of Special Tax Refunding Bonds
May 20 <sup>th</sup>	Closing of General Obligation Refunding Bonds
June 3 <sup>rd</sup>	Closing of Special Tax Refunding Bonds

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution 14/15-3047 – Proclaiming April 21, 2015, as Parents’ Day

**ITEM:** Action

**SUBMITTED BY:** David Haglund, Ed.D., Deputy Superintendent, Educational Services

**PREPARED BY:** Nuria Solis, Director, EL Programs and Student Achievement

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3047 to declare Tuesday, April 21, 2015, as the Day of Commemoration of National Parents’ Day in the Santa Ana Unified School District (SAUSD). National Parents’ Day is Sunday, July 26, 2015. SAUSD will recognize parents at all three levels (elementary, intermediate, and high schools) at the Parent of the Year event. The event will take place Tuesday, April 21, 2015, at Segerstrom High School.

**RATIONALE:**

In recognition of the important roles played by parents and in appreciation of their ongoing support to the programs of the District and to teachers and students in the schools, it is appropriate that Parents’ Day be officially acknowledged by the SAUSD.

**FUNDING:**

Title I: Not to exceed \$15,000

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3047 proclaiming April 21, 2015, as Santa Ana Unified School District Parents’ Day.

1 RESOLUTION NO.14/15-3047

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Parents' Day Resolution

6 WHEREAS, parent participation and involvement increase student achievement;  
7 and,

8 WHEREAS, All families can, and do, contribute to their children's success;  
9 and,

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

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

14 WHEREAS: Sunday, July 26, 2015 has been designated as National Parents'  
15 Day.

16 NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's  
17 Board of Education proclaims Tuesday, April 21, 2015, as Santa Ana Unified School  
18 District's Parents' Day and encourages the community to celebrate this occasion.

19 Upon motion of Member \_\_\_\_\_ and duly seconded, the foregoing  
20 Resolution was adopted by the following vote:

21 AYES:

22 NOES:

23 ABSENT

24 STATE OF CALIFORNIA )  
25 COUNTY OF ORANGE )

26  
27 I, Dr. Rick Miller, Secretary of the Board of Education of the Santa Ana  
28 Unified School District of Orange County, California, hereby certify that the  
29 above and foregoing Resolution was duly adopted by the said Board at a regular

1 meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and passed by a  
2 vote of \_\_\_\_\_ of said Board.

3 IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of  
4 \_\_\_\_\_, 2015.

5  
6  
7  
8  
9

\_\_\_\_\_  
Rick Miller, Ph.D., Secretary  
Board of Education  
Santa Ana Unified School District

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**               **Approval of Resolution No. 14/15-3049 – National Deaf History Month**

**ITEM:**               **Action**

**SUBMITTED BY:** **Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:** **Doreen Lohnes, Assistant Superintendent, Support Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3049 for National Deaf History Month. Deaf History Month is the 13<sup>th</sup> of March through the 15<sup>th</sup> of April. This is observed on these dates by the following national or well-known groups and agencies such as the National Association of the Deaf (NAD), Gallaudet University, Rochester Institute of Technology (RIT), National Institute of the Deaf (NID), and California State University, Northridge (CSUN), as well as other deaf institutions and public agencies.

**RATIONALE:**

Adoption of the National Deaf History Month will increase awareness of deaf issues, people, and culture and will honor the accomplishments of individuals who are deaf. Activities and events throughout deaf history month encourage individuals to come together as a community for both educational events and celebrations.

Through weekly lessons and activities, students will be celebrating the culture, language, and heritage unique to the deaf people of the world. Students will gain a better understanding of the deaf culture and recognize the various achievements of the deaf community, including famous deaf individuals. Students will also be exposed to sign language and other ways deaf and hard of hearing people communicate.

The purpose is to create a stronger community of learners and to understand that being deaf and hard of hearing is not a handicap or disability. Rather we are all capable and intelligent individuals that have multiple ways in which we communicate.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve Resolution No. 14/15-3049 – National Deaf History Month.



1 RESOLUTION NO. 14/15-3049

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5  
6 **National Deaf History Month**

7  
8 WHEREAS, Approximately one in ten Americans is either born deaf or has  
9 acquired some forms of hearing loss due to accident, illness, noise, heredity, or  
10 aging; and

11 WHEREAS, although the term "deaf community" implies uniformity, it actually  
12 consists of diverse individuals with varying communication modes and backgrounds,  
13 both deaf and hearing, who share common characteristics of hearing loss and/or  
14 deaf culture; and

15 WHEREAS, the deaf community has been long unrecognized and misunderstood by  
16 most Americans; and

17 WHEREAS, numerous pioneers should be honored for their roles in transforming  
18 American culture, history, and politics as educators, artists, writers, inventors,  
19 informed citizens, and many other roles, as for example:

- 20 A. Thomas Brown, deaf orator and grassroots community leader who planted the  
21 seed for the National Association of the Deaf in the 1870s;
- 22 B. Thomas Alva Edison, inventor and scientists who received 1,093 patents  
23 and who said his deafness helped him concentrate on his experiments and  
24 research;
- 25 C. Andrew J. Foster, deaf American educator who founded thirty-one schools  
26 and many other programs for deaf people in thirteen African countries;
- 27 D. Sophia Fowler Gallaudet, an influential deaf advocate to the US Congress  
28 and who was known as "Queen of the Deaf Community;"
- 29 E. Helen Keller, deaf-blind author and lecturer, who received many honors  
30 for her global advocacy on human rights; and

1           WHEREAS, for thirty years since the 1970s, the general public has been  
2 becoming more aware of the deaf community and sign language through television and  
3 theatre, ranging from:

4           A. Children of a Lesser God, a Tony-Award winning play about the deaf  
5 culture which starred a deaf actress; and

6           B. Sesame Street, a children's educational television program with an award-  
7 winning deaf actress as "Linda the Librarian" to the recent smash hit,

8           C. Big River, The Adventures of Huckleberry Finn, multi-award winning  
9 musical play, produced by deaf-run Deaf West Theatre; and

10          WHEREAS, the heritage of the deaf community in America has been recognized  
11 in Deaf Heritage, the first history of the deaf community in America, published in  
12 1981 by the National Association of the Deaf, and written by Jack R. Gannon, and  
13 American Sign Language has been acknowledged as a true language, and is taught  
14 throughout the United States, and

15          WHEREAS, libraries have been instrumental in promoting public awareness of  
16 American Sign Language, deaf culture, and the history of the deaf community, as  
17 for example:

18          A. Since 1974, the District of Columbia Public Library in Washington, D.C.  
19 has celebrated deaf awareness in the first full week of December, now  
20 known as Clerc-Gallaudet Week. This Week commemorates the anniversaries  
21 of the births of Laurent Clerc and Thomas Hopkins Gallaudet, two pioneers  
22 of deaf education in America, both born in December and who made a great  
23 impact on the deaf community when they founded the first permanent  
24 American school for deaf students in Hartford, Connecticut on April 15,  
25 1817;

26          B. Public schools and academic libraries are acquiring literature and media  
27 concerning the deaf community in varied formats such as books, captioned  
28 media, American Sign Language video titles, large print, and Braille;

1 WHEREAS, the month of March 13-April 15 contains these important dates in  
2 American History;

3 A. March 13: The victory of the Deaf President Now movement at Gallaudet  
4 University located in Washington, D.C. when the first deaf person was  
5 selected to become president of this 124-year-old institution in 1988;

6 B. April 8: Charter signed in 1864 by the President of the United States,  
7 Abraham Lincoln, authorizing the Board of Directors of the Columbia  
8 Institution (now Gallaudet University) to grant college degrees to deaf  
9 students;

10 C. April 15: Establishment in 1817 of the first permanent school for deaf  
11 students in the Western Hemisphere, now known as the American School for  
12 the Deaf, located in Hartford, Connecticut; and

13 WHEREAS, in the history of California, the Santa Ana Unified School  
14 District, as a prominent leader in deaf education, in 1948, founded a program for  
15 students who are deaf or hard of hearing that has served over 4000 Orange County  
16 students and has continued for over a half century to provide a high standard of  
17 education;

18 NOW, THEREFORE, BE IT RESOLVED, that the Santa Ana Unified School District  
19 joins in the celebration of National Deaf History Month, held annually March 13 -  
20 April 15 and calls upon public officials, schools, and others to celebrate with  
21 programs and activities to highlight and honor the many contributions of the deaf  
22 community to American society.

23 Upon motion of Member \_\_\_\_\_ and duly seconded, the foregoing  
24 Resolution was adopted by the following vote:

25 AYES:

26 NOES:

27 ABSENT

28 STATE OF CALIFORNIA )

29 ) SS:

30 COUNTY OF ORANGE )

1 I, Richard L. Miller, Secretary of the Board of Education of the Santa Ana  
2 Unified School District of Orange County, California, hereby certify that the  
3 above and foregoing Resolution was duly adopted by the said Board at a regular  
4 meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and passed by a  
5 vote of \_\_\_\_\_ of said Board.

6 IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of  
7 \_\_\_\_\_, 2015.

8  
9

10 \_\_\_\_\_  
11 Richard L. Miller, Ph.D., Secretary  
12 Board of Education  
13 Santa Ana Unified School District

14  
15

Approved on: \_\_\_\_\_ By: \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Summer Extended Learning Programs for 2015-16 School Year**

**ITEM:**                   **Action**

**SUBMITTED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning**

**PREPARED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the summer extended learning programs for the 2015-16 school year.

**RATIONALE:**

The District will provide a variety of Summer School programs:

- Summer Enrichment
- Engage 360° Summer Extended Learning
- Summer School
- Extended School Year for Students with Disabilities

**FUNDING:**

Various Funding

**RECOMMENDATION:**

Approve the Summer Extended Learning Programs for the 2015-16 school year.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Summer Enrichment Programs for 2015-16 School Year**

**ITEM:**                   **Action**

**SUBMITTED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning**

**PREPARED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the summer enrichment programs for the 2015-16 school year. The past two years, the District has used Title I (CORE) Set Aside funding to provide enrichment opportunities to students in grades kindergarten through 12 via teacher created proposals. The goal is to build off of the success of the 2014 Enrichment Programs and continue to provide teachers with unique opportunities to develop engaging and interactive summer enrichment programs to accelerate student achievement with their students. Teachers will submit their proposal through a competitive application process utilizing a collaborative scoring process between the District and Santa Ana Educators Association (SAEA) staff. Enrichment timing will mirror the other Summer School Programs and be held from June 23 to July 29, 2015. The enrichment programs will be doubled this year with approximately 8,000 students receiving enrichment.

**RATIONALE:**

Students need opportunities such as the summer enrichment programs to support their learning and increase motivation during the school year. During the enrichment programs, students have access to enrichment topics, field trips, project-based learning, hands-on activities, and expert speakers that they may not receive frequently during the school year.

**FUNDING:**

Title I (CORE) Set Aside: \$2,000,000

**RECOMMENDATION:**

Approve the Summer Enrichment Programs for the 2015-16 school year.

MR:ez

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of Engage 360° Summer Extended Learning Programs for 2015-16 School Year

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the Engage 360° summer extended learning programs for the 2015-16 school year. K-8 sites will be supported by both summer enrichment programs and extended school year for students with disabilities. The Engage 360° program will supplement summer extended learning attendance at each school up to 100 students.

**RATIONALE:**

To ensure students from all sites have access to high quality summer extended learning programs, current, trained Engage 360° staff will provide instructional support to students in the area of reading comprehension, mathematics, and enrichment.

**FUNDING:**

Title I Set Aside: \$268,000

**RECOMMENDATION:**

Approve the Engage 360° Summer Extended Learning Programs for the 2015-16 school year.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Summer School Programs for 2015-16 School Year**

**ITEM:**                   **Action**

**SUBMITTED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning**

**Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the summer school programs for the 2015-16 school year. In order to be fiscally sound and work within our current level of funding, a tightly focused program will target the six comprehensive high schools and the two continuation high schools. Special Education students will be served in Extended School Year in accordance with their Individualized Educational Programs (IEPs). The dates for summer session are as follows:

<b>Summer School Programs</b>	<b>Dates</b>
High Schools	June 23 - July 29, 2015
Alternative Schools	June 23 - July 29, 2015
Community Day	June 23 - July 31, 2015
Extended School Year for Students with Disabilities:	
- Preschool	July 6 - August 6, 2015
- Elementary/Intermediate/High schools	July 1 - July 28, 2015
- Adult Transition Program	June 22 - July 17, 2015

**RATIONALE:**

The District will provide a variety of Summer School programs.

- For students who have not passed one or both parts of California High School Exit Exam (CAHSEE) who need opportunities for credit recovery or A-G completion
- For students who may benefit from taking additional courses during the summer, enabling them to qualify for honors or Advanced Placement courses during the regular school year
- For non-graduating seniors who need credit recovery opportunities in order to qualify for August 2015 graduation



- For students with disabilities who will be served in the Extended School Year, the program shall be provided without regard to State funding
- The Santa Ana Regional Occupational Program (ROP) will offer a program, as well as the Migrant Education Program pending funding allocations

**FUNDING:**

LCFF-Supplemental/Concentration: \$1.2 million - Comprehensive and Alternative high schools  
Special Education Funds: \$2 million - Special Education  
ADA Funds: Community Day School, no additional funding required

**RECOMMENDATION:**

Approve the Summer School Programs for the 2015-16 school year.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Authorization to Award Contract for Learning Management System

**ITEM:** Action

**SUBMITTED BY:** David Haglund, Ed.D., Deputy Superintendent, Educational Services

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and Learning

Alexandra Ito, Director, Learning Innovation with Technology

Jonathan Geiszler, Director, Purchasing

**BACKGROUND INFORMATION:**

The Board is requested to authorize the awarding of a contract for a Learning Management System to Instructure, Inc.

**RATIONALE:**

The 2014-15 LCAP identifies several goals that are related to this action item:

- 1.1 – Increasing access to technology-based learning resources
- 1.9 – Creation of course choice options, including online classes and a virtual school
- 2.5 – Increasing access to the core instructional program
- 2.8 – Providing self-directed professional development opportunities for staff

At its January 13, 2015 meeting, the Board authorized administration to obtain Request for Proposals (RFP) for implementation of a Learning Management System (LMS). The LMS is the software application necessary for the administration, documentation, tracking, reporting, and delivery of online or blended learning courses and curriculum. It is the core technology for providing online courses and operating an online learning program. The LMS typically provides support for presenting a variety of online content, including multi-media, various assignments and assessments, communication tools, an online grade book, and core administrative features.

The District has a goal of developing its own online curriculum for use in online learning, blended learning, and a virtual school program. In order to be able to begin developing District online curriculum, it is necessary that the District select and acquire a LMS. For the first year, LMS will be implemented at all intermediate, high, and alternative education schools.

The RFP was advertised, as legally required, in the Orange County Register newspaper. Thirteen vendors submitted a response to the District RFP. The vendor selection process utilized the District's RFP Decision Matrix, which is in compliance with Board policy and Education Code 20118.1-2 in assurances that purchasing follows a legal process.

The thirteen proposals were then reviewed by a team that will be working on implementing the LMS, consisting of a Director, Curriculum Specialist, Coordinator, and Programmer Analyst.

The outcome of the evaluation results were as follows:

<b>Evaluation Results – Implementation Team</b>		
	<b>Vendor</b>	<b>LMS Decision Matrix Score</b>
<b>1</b>	<b>Instructure - Canvas</b>	<b>75</b>
<b>2</b>	<b>Haiku Learning</b>	<b>75</b>
<b>3</b>	<b>Arey Jones - Lightspeed</b>	<b>72</b>
<b>4</b>	<b>D2L - Brightspace</b>	<b>71</b>
5	RGS - Lightspeed	70
6	Lightspeed	70
7	Adrenna	68
8	Schoology	66
9	Moodle by eThink	62
10	LoudCloud Systems	60
11	MGRM Pinnacle	53
12	Atlas Learning	49
13	DTC	43

The four top-scoring proposals were identified and presentations scheduled. On March 6, 2015, Arey Jones-Lightspeed withdrew from consideration. An evaluation committee viewed presentations from the final three vendors; Canvas, Brightspace, and Haiku on March 9 and March 10, 2015. The committee consisted of eleven members - two teachers, two school administrators, four district administrators, and three district staff. Committee members used the RFP Decision Matrix to review the three proposals and make a final recommendation. Administration recommends award to Instructure, Inc. – Canvas in the total amount of \$197,730. Should the district elect to expand the use of the LMS for the 2016-17 school year to additional grade levels, the cost increase would be \$3.99 per student.

<b>Evaluation Results – Evaluation Committee</b>		
	<b>Vendor</b>	<b>LMS Decision Matrix Score</b>
<b>1</b>	<b>Instructure - Canvas</b>	<b>92</b>
<b>2</b>	<b>Haiku Learning</b>	<b>87</b>
<b>3</b>	<b>D2L - Brightspace</b>	<b>70</b>

**FUNDING:**

Common Core Block Grant: \$197,730

**RECOMMENDATION:**

Authorize administration to award contract for the purchase of the implementation of a Learning Management System to Instructure, Inc.

Authorization to Award Contract for Learning Management System  
3/24/15

The District is submitting an agenda item is to seek Board authorization to award a contract for a Learning Management System to Instructure, Inc.

**Introduction**

At the January 13, 2015 board meeting, the Board authorized Administration to obtain Requests for Purchase (RFP) for implementation of a Learning Management System.

A Learning Management System (LMS) is the software application necessary for the administration, documentation, tracking, reporting and delivery of online or blended learning courses and curriculum. It is the core technology for providing online courses and operating an online learning program. The LMS typically provides support for presenting a variety of online content, including multi-media, various assignments and assessments, communication tools, an online grade book, and core administrative features.

**Communication and Stakeholder Input**

Presentations were made to teachers, parents, students, principals, district education services staff, and district administrators to provide them with background on the function of a LMS, as well as to give them an opportunity to provide input on features that they determined would be important for an LMS to have. The criterion for the selection of the LMS was developed by incorporating this input with background knowledge and research on LMS criteria.

**Evaluation Process**

The RFP was advertised in the *Orange County Register* as legally required. Thirteen vendors submitted bids, including Adrenna, Arey Jones/Lightspeed, Atlas Learning, Canvas, D2L Brightspace, DTC, eThink/Moodle, Haiku, Lightspeed, Loud Cloud, MGRM Pinnacle, RGS/Lightspeed, and Schoology.

Three rounds of evaluations were held. All proposals were initially reviewed for meeting the basic RFP requirements by the Director of Purchasing, the Director of Technology Innovation Services, and the Director of Learning Innovation with Technology. All thirteen met the basic RFP requirements.

Through the evaluation process, the District's RFP decision matrix was utilized, which was also included in the RFP for vendor reference. The following selection criteria for the LMS was identified:

<b>Selection Criteria</b>	<b>Weight</b>
Prices/charges	30%
Content Building and Management	15%
Technical Requirements	15%
Communication/Learning Resources	10%
Assessment Features	10%
Training and Support	10%
Past Performance References	10%

The thirteen proposals were then reviewed by a team that will be working on implementing the LMS, consisting of a Director, a Curriculum Specialist, a Coordinator, and a Programmer Analyst.

Authorization to Award Contract for Learning Management System  
3/24/15

The outcome of their review established the following ranking, with the goal to hold a review of the top four vendors with the evaluation committee.

<b>Evaluation Results – Implementation Team</b>		
	<b>Vendor</b>	<b>LMS Decision Matrix Score</b>
<b>1</b>	<b>Instructure - Canvas</b>	<b>75</b>
<b>2</b>	<b>Haiku Learning</b>	<b>75</b>
<b>3</b>	<b>Arey Jones - Lightspeed</b>	<b>72</b>
<b>4</b>	<b>D2L - Brightspace</b>	<b>71</b>
5	RGS - Lightspeed	70
6	Lightspeed	70
7	Adrenna	68
8	Schoology	66
9	Moodle by eThink	62
10	LoudCloud Systems	60
11	MGRM Pinnacle	53
12	Atlas Learning	49
13	DTC	43

The four top-scoring vendors were notified and presentations scheduled. On March 6, Arey Jones/Lightspeed removed their proposal from consideration.

The evaluation committee viewed presentations made by the final three vendors; Canvas, Brightspace, and Haiku on March 9 and March 10. The evaluation committee consisted of eleven members - two teachers, two school administrators, four district administrators, and three district staff. The evaluation committee used the RFP Decision Matrix to review the three vendors and make a final recommendation, which has resulted in the recommendation of an award of contract to Instructure - Canvas.

<b>Evaluation Results – Evaluation Committee</b>		
	<b>Vendor</b>	<b>LMS Decision Matrix Score</b>
<b>1</b>	<b>Instructure - Canvas</b>	<b>92</b>
<b>2</b>	<b>Haiku Learning</b>	<b>87</b>
<b>3</b>	<b>D2L - Brightspace</b>	<b>70</b>

Authorization to Award Contract for Learning Management System  
3/24/15

Vendors	Annual subscription cost per student	Year 1 subscription (all high schools and intermediate schools)	One time cost for implementation	One time training (18 sessions)	Total
Instructure Canvas	\$3.99	\$79,800	\$16,000	\$39,000 \$35,000*	\$197,730
Haiku Learning	\$4.00	\$80,000	\$2,500	\$45,500	\$156,000
D2L/Brightspace	\$5.00	\$100,000	\$32,500	\$45,000	\$212,500

The committee further recommends the purchase of the following service:

Premium implementation services to assure that the district has the support to achieve a swift implementation to assure program readiness for use during the summer and the 2015-16 school year. The one-time premium implementation services would cost \$35,000\*. Expanded use of the Learning Management System for the 2016-17 school years and beyond will be \$3.99 per student.

Authorization to Award Contract for Learning Management System  
3/24/15

Implementation Plan Overview

- Upon purchase, the district plans to begin to implement the Canvas LMS, beginning with installation and data integration to take place during April-May.
- The District has established an implementation, training and support team to assure a smooth implementation with teachers and students. This team will participate in advance training to assist with implementation.
- In the beginning phases of implementation, District staff and teachers will be trained in using Canvas with a goal of developing online content. Teachers and curriculum specialists are currently working in teams to develop content online in areas of Biology, ERWC, AP Government, PE, Algebra I, and AP Calculus. The District plans to implement Canvas by developing this online content, with the goal of piloting online learning activities with students during the summer. This online content will then be made available to independent studies for use for the 2015-16 school year.
- District staff and staff from all high schools and intermediate schools will participate in professional development to equip teachers with the ability to use Canvas to provide students with course-related resources. The goal and expected outcome of this professional development is to expand access to learning resources to students and to provide teachers with the training that they need to use Canvas as a resource to engage students in relevant, accessible, personalized, standards and competency-based learning. This training will begin spring semester, and continue through summer and fall.

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:**                   **Authorization to Award Contract for Installation of Structured Cabling System and Network Equipment to Federal Technology Solutions, Inc., Under E-Rate Districtwide**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Ricardo Enz, Director, Technology Innovation Services**  
**Jonathan Geiszler, Director, Purchasing and Stores**

**BACKGROUND INFORMATION:**

At its September 9, 2014 meeting, the Board authorized staff to obtain bids for the installation of structured cabling system and network equipment under E-Rate Districtwide. The installation of network equipment at these sites is necessary to allow current District computers to be connected to the District’s wired and wireless network and to provide improved network infrastructure and wireless network access.

The E-Rate funding process has changed for the fiscal year beginning July 1, 2015 for the projects covered under Bid No. 10-15. These projects are classified by the E-Rate program as “Category 2” Internal Connections. In previous years the District was funded for Category 2 projects based on the number of students participating in the National School Lunch Free and Reduced program, typically the District would receive 90% of project funding from the E-Rate program and provide a 10% match of budgeted funds. That funding could be spent at any E-Rate eligible site through the District and was not site specific.

Under the new Category 2 funding system the District will be eligible for \$30 per-student, per-site, per-year in E-Rate funding of which 10% is anticipated to be required matching funds from the District. These funds are allocated by school site and cannot transfer between schools. The per-site funding rate is determined by the District’s student enrollment data reported to the State of California. The site funding information contained in Exhibit A is based on the November 2014 CBEDS data. Under the new funding system the District is eligible for and will apply for upfront funding authority for the next five fiscal years.

The contract scope that was bid included all school site technology projects necessary to fulfill the District’s current network technology goals. These primary goals are a complete 1-to-1 wireless network infrastructure, upgraded network switching gear, and 10GB WAN access network equipment. These goals are established by Technology Innovation Services and are prioritized at each site based on work previously completed and the immediate needs of each site to meet the established network technology goals. Currently only projects that will be funded by E-Rate contributions and District matching funds will be completed under this bid award.



The amount awarded on Bid No. 10-15 is an estimate of the needs of the District if work at all sites was 100% completed to meet current and near future needs. The winning bidder is aware that there is no guarantee of any work under this bid above what the District may receive in E-rate funding.

**RATIONALE:**

The purpose of this agenda item is to seek Board authorization to award a contract for the installation of structured cabling system and network equipment to Federal Technology Solutions, Inc., at E-Rate eligible sites Districtwide. Thirty-one bidders requested bid documents and three submitted bids. The award is recommended to the lowest responsive, responsible bidder, Federal Technology Solutions, Inc., in the amount of \$43,432,708.85. Vendor selection is in compliance with Board Policy.

It is anticipated that the District will receive E-Rate funding approval for all school sites for fiscal years 2015-20. Funding will be made available after July 1, 2015. Additional, funds will be budgeted for fiscal years 2015-20 to cover the District’s matching funds responsibility for the E-Rate projects planned at school sites. A listing of the school sites, their estimated funding and project priority is attached in Exhibit A.

<b>Qualified Bidders</b>	<b>Amount</b>
Federal Technology Solutions, Inc.	\$43,432,708.85
Digital Networks Group, Inc.	\$59,044,607.32
AT&T	\$61,933,211.16

**FUNDING:**

District E-Rate Matching Contribution Budgeted Funds 2015-20:	\$ 691,598.25
Estimated E-Rate Contribution All Sites 2015-20:	<u>\$ 6,224,384.26</u>
Cost for E-Rate Funded Projects 2015-20:	<u>\$ 6,915,982.51</u>
Requested Bid Award Amount:	\$43,432,708.85
District and Rate Funded Projects:	<u>\$ 6,915,982.51</u>
Possible Future Projects Under Bid No. 10-15 if additional funding is made available:	<u>\$36,516,726.34</u>

**RECOMMENDATION:**

Authorize staff to award a contract pursuant to Bid No. 10-15 to Federal Technology Solutions, Inc., for installation of structured cabling system and network equipment Districtwide, contingent on E-Rate funding in the amount of \$6,915,982.51.

EXHIBIT A

<b>School Site Name</b>	<b>Estimated Funding 2015-2016</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>
ADAMS ELEMENTARY SCHOOL	\$ 68,085.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
CARR INTERMEDIATE SCHOOL	\$ 199,665.00	10GB WAN Network Equipment	*TBD	*TBD
CARVER ELEMENTARY SCHOOL	\$ 87,210.00	LAN Switches	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment
CENTURY HIGH SCHOOL	\$ 235,110.00	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
CESAR CHAVEZ HIGH SCHOOL	\$ 42,330.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
DIAMOND ELEMENTARY SCHOOL	\$ 74,970.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
EDISON ELEMENTARY SCHOOL	\$ 77,010.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
ESQUEDA ELEMENTARY SCHOOL	\$ 163,327.50	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
FRANKLIN ELEMENTARY SCHOOL	\$ 61,710.00	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
FREMONT ELEMENTARY SCHOOL	\$ 88,230.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
GODINEZ HIGH SCHOOL	\$ 331,882.50	10GB WAN Network Equipment	LAN Switches	*TBD

## EXHIBIT A

<b>School Site Name</b>	<b>Estimated Funding 2015-2016</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>
GREENVILLE FUNDAMENTAL SCHOOL	\$ 138,210.00	10GB WAN Network Equipment	LAN Switches	*TBD
HARVEY ELEMENTARY SCHOOL	\$ 60,052.50	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
HENINGER ELEMENTARY SCHOOL	\$ 145,222.50	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
HEROES ELEMENTARY SCHOOL	\$ 81,217.50	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
HOOVER ELEMENTARY SCHOOL	\$ 58,777.50	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
JACKSON ELEMENTARY SCHOOL	\$ 138,592.50	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
JAMES A. GARFIELD ELEMENTARY SCHOOL	\$ 95,370.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
JEFFERSON ELEMENTARY SCHOOL	\$ 107,100.00	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
JIM THORPE ELEMENTARY SCHOOL	\$ 132,345.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
KENNEDY ELEMENTARY SCHOOL	\$ 106,462.50	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
LATHROP INTERMEDIATE SCHOOL	\$ 132,217.50	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches

## EXHIBIT A

<b>School Site Name</b>	<b>Estimated Funding 2015-2016</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>
LINCOLN ELEMENTARY SCHOOL	\$ 125,715.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
LORIN GRISET ACADEMY	\$ 50,617.50	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
LOWELL ELEMENTARY SCHOOL	\$ 116,790.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
LYDIA ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 33,277.50	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
MADISON ELEMENTARY SCHOOL	\$ 143,565.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
MARTIN ELEMENTARY SCHOOL	\$ 100,215.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL	\$ 103,275.00	10GB WAN Network Equipment	LAN Switches	*TBD
MCFADDEN INTERMEDIATE SCHOOL	\$ 178,117.50	10GB WAN Network Equipment	*TBD	*TBD
MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 181,560.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
MIDDLE COLLEGE HIGH SCHOOL	\$ 41,820.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
MITCHELL SPECIAL SCHOOL	\$ 84,787.50	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment

EXHIBIT A

<b>School Site Name</b>	<b>Estimated Funding 2015-2016</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>
MONROE ELEMENTARY SCHOOL	\$ 63,877.50	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
MONTE VISTA ELEMENTARY SCHOOL	\$ 82,620.00	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
MUIR FUNDAMENTAL SCHOOL	\$ 141,525.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
PIO PICO ELEMENTARY SCHOOL	\$ 78,157.50	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
REMINGTON ELEMENTARY SCHOOL	\$ 41,182.50	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
ROOSEVELT ELEMENTARY SCHOOL	\$ 98,685.00	Wireless LAN 1-1 Initiatives	10GB WAN Network Equipment	LAN Switches
SADDLEBACK HIGH SCHOOL	\$ 214,327.50	10GB WAN Network Equipment	*TBD	*TBD
SANTA ANA ADULT TRANSITION	\$ 19,890.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
SANTA ANA COMMUNITY DAY Middle	\$ 13,515.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
SANTA ANA COMMUNITY DAY High	\$ 13,515.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
SANTA ANA HIGH SCHOOL	\$ 348,712.50	10GB WAN Network Equipment	LAN Switches	*TBD

## EXHIBIT A

<b>School Site Name</b>	<b>Estimated Funding 2015-2016</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>
SANTIAGO ELEMENTARY SCHOOL	\$ 162,180.00	10GB WAN Network Equipment	LAN Switches	Wireless LAN 1-1 Initiatives
SEGERSTROM HIGH SCHOOL	\$ 323,467.50	10GB WAN Network Equipment	LAN Switches	*TBD
SEPULVEDA ELEMENTARY SCHOOL	\$ 58,905.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
SIERRA INTERMEDIATE SCHOOL	\$ 128,010.00	10GB WAN Network Equipment	*TBD	*TBD
SPURGEON INTERMEDIATE SCHOOL	\$ 131,580.00	10GB WAN Network Equipment	*TBD	*TBD
TAFT ELEMENTARY SCHOOL	\$ 87,337.50	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
VALLEY HIGH SCHOOL	\$ 288,660.00	10GB WAN Network Equipment	LAN Switches	Wireless LAN 1-1 Initiatives
VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 176,332.50	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
WALKER ELEMENTARY SCHOOL	\$ 69,487.50	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment
WALLACE R. DAVIS ELEMENTARY SCHOOL	\$ 95,625.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
WASHINGTON ELEMENTARY SCHOOL	\$ 116,790.00	Wireless LAN 1-1 Initiatives	LAN Switches	10GB WAN Network Equipment

EXHIBIT A

<b>School Site Name</b>	<b>Estimated Funding 2015-2016</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>
WILLARD INTERMEDIATE SCHOOL	\$ 114,367.50	10GB WAN Network Equipment	LAN Switches	Wireless LAN 1-1 Initiatives
WILSON ELEMENTARY SCHOOL	\$ 98,940.00	10GB WAN Network Equipment	Wireless LAN 1-1 Initiatives	LAN Switches
MACARTHUR FUND INTER SCHOOL	\$ 163,455.00	10GB WAN Network Equipment	*TBD	*TBD

\* Additional Site Specific Needs

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Approval of SAUSD Assistant Superintendent, Business Services  
Employment Agreement

**ITEM:** Action

**SUBMITTED BY:** Rick L. Miller, Ph.D., Superintendent

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the public employment agreement of the Assistant Superintendent, Business Services.

**RATIONALE:**

The Board must take action to approve the employment agreement between the District and Tina Douglas, Assistant Superintendent, Business Services at a Regular Board Meeting, a copy of which is included.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve Tina Douglas, Assistant Superintendent, Business Services employment agreement with SAUSD.

  
MAM:nr



## CONTRACT OF EMPLOYMENT

WHEREAS, on the \_\_\_ day of \_\_\_, 201\_\_\_, the BOARD of EDUCATION of the Santa Ana Unified School District appointed TINA DOUGLAS, as ASSISTANT SUPERINTENDENT, BUSINESS SERVICES (ASSISTANT SUPERINTENDENT).

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2018. Subject to continuous satisfactory performance, the BOARD OF EDUCATION may extend the term of this Contract of Employment an additional year.

2. During the term of employment, TINA DOUGLAS shall satisfactorily perform duties pertaining to the position of ASSISTANT SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay ASSISTANT SUPERINTENDENT an annual salary in the amount of \$174,090 per school year. Monthly installments shall be payable according to the classified payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the ASSISTANT SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in the Association of California School Administrators (ACSA), the California Association of School Business Officials (CASBO), or a similar professional organization.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The ASSISTANT SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on her days of service, as calculated

by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, the ASSISTANT SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, ASSISTANT SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the ASSISTANT SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, she shall be entitled to compensation for any unused, earned and accrued vacation at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. ASSISTANT SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, ASSISTANT SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the ASSISTANT SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the ASSISTANT SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the ASSISTANT SUPERINTENDENT shall be annually evaluated during the extended term of this Contract of Employment. The annual evaluation shall be completed on or about July 30.

11. The ASSISTANT SUPERINTENDENT shall be eligible for paid District medical, dental, vision, and life insurance for herself and her spouse, as provided to other Cabinet members. In the event the ASSISTANT SUPERINTENDENT elects not to participate in the District medical, dental, and vision benefit plans for herself

and her spouse, she may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental, and vision plans offered for which she is eligible. This compensation, if elected, shall be reviewed and changed each benefit year of the term of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Upon termination or expiration of this Contract of Employment concurrently with retirement under the State Teacher's Retirement System (STRS) or the California Public Employees' Retirement System (CalPERS), the ASSISTANT SUPERINTENDENT shall have the option to continue receiving then-current medical, dental, and vision benefits at District expense, and notwithstanding AR 4317.15, until the ASSISTANT SUPERINTENDENT's 70<sup>th</sup> birthday.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment at its sole discretion upon 90 days' written notice to the ASSISTANT SUPERINTENDENT. If the ASSISTANT SUPERINTENDENT's employment is terminated pursuant to this subsection, and the ASSISTANT SUPERINTENDENT is not in breach of this Contract of Employment, the ASSISTANT SUPERINTENDENT may receive an amount not to exceed the monthly salary of the ASSISTANT SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of ASSISTANT SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract

of Employment, up to a maximum of 12 months, or until ASSISTANT SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the SANTA ANA UNIFIED SCHOOL DISTRICT, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which ASSISTANT SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with ASSISTANT SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state or federal law (including but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any classified employee. For purposes of this Contract of Employment, "cause" includes any material breach of this Contract of Employment, any failure of the ASSISTANT SUPERINTENDENT to perform the duties prescribed for the ASSISTANT SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Administrative Regulation 4218. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the ASSISTANT SUPERINTENDENT by the Superintendent. The ASSISTANT SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which

time the ASSISTANT SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the Superintendent. The ASSISTANT SUPERINTENDENT shall have the right, at her own expense, to have a representative of her choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the ASSISTANT SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION's decision with respect to the ASSISTANT SUPERINTENDENT's termination. If this Contract of Employment is terminated pursuant to this subsection, the ASSISTANT SUPERINTENDENT's employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the ASSISTANT SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The ASSISTANT SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the ASSISTANT SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge or grievance described in paragraph 13 above. In furtherance of this intention, the ASSISTANT SUPERINTENDENT expressly waives any and all rights and benefits conferred upon her by the provisions of section 1542 of the California Civil Code, which states:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

This clause would prevent any other action in law or in equity against the District as a result of the Board's determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the ASSISTANT SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the ASSISTANT SUPERINTENDENT is convicted of a crime involving the abuse of her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: \_\_\_\_\_

BOARD OF EDUCATION  
SANTA ANA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

JOHN PALACIO  
PRESIDENT OF THE BOARD

Dated: \_\_\_\_\_

By: \_\_\_\_\_

TINA DOUGLAS  
ASSISTANT SUPERINTENDENT  
BUSINESS SERVICES

Dated: \_\_\_\_\_

By: \_\_\_\_\_

RICHARD L. MILLER, PH.D  
SUPERINTENDENT

Date of Board of Education approval in open session: \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**March 24, 2015**

**Board Meeting**

**TITLE:** Board Policy (BP) 6145.2 – Athletic Competition  
(Revised: For Adoption)

**ITEM:** Action

**SUBMITTED BY:** Dawn Miller, Assistant Superintendent, Secondary Education

**PREPARED BY:** Roxanna S. Owings, Coordinator, Special Projects

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of the revised Board Policy 6145.2 – Athletic Competition.

At its March 10, 2015, meeting, the Board approved the first reading of the revised Board Policy 6145.2 – Athletic Competition.

**RATIONALE:**

Board Policy 6145.2 – Athletic Competition was last approved in November, 2002. Since that time, many new policies have been put into place at the national, state, and local levels. In addition, concussions and traumatic head injuries have become more prevalent in certain at-risk sports, for example, football.

At a minimum, the revised board policy must address the following:

- Nondiscrimination and equivalent opportunities in the athletic program
- Health and safety
- Parental notification
- Risk management/insurance

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adoption of revised Board Policy 6145.2 – Athletic Competition.



## SANTA ANA UNIFIED SCHOOL DISTRICT

### Instruction

**BP 6145.2 (a)**

#### Athletic Competition

The Governing Board recognizes that the athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social and emotional well-being of participating students, and provides them with an opportunity to learn beneficial character development skills. The athletic program shall be designed to meet students' interests and abilities and be varied in scope to attract wide participation. (cf. 3541.1-Transportation for School-Related Trips) (cf. 5137-Positive School Climate) (cf. 6142.7-Physical Education) (cf. 7110-Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel. (cf. 4127/4227/4327 – Temporary Athletic Team Coaches)

#### **Nondiscrimination and Equivalent Opportunities in the Athletic Program**

The District's athletic program shall be free from discrimination and discriminatory practices in accordance with state and federal law. The Superintendent or designee shall ensure that equivalent opportunities are provided for both genders. (cf. 0410-Nondiscrimination in District Programs and Activities) (cf. 5145.3-Nondiscrimination/Harassment) (cf. 5145.7-Sexual Harassment)

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220-221.5, 230; 5 CCR 4920; 34 CFR 106.41) (cf. 0410-Nondiscrimination in District Programs and Activities) (cf. 5145.3-Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams when selection for the team is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Any complaint regarding the District's athletic program shall be filed in accordance with BP/AR 1312.3-Uniform Complaint Procedures (cf. 1312.3-Uniform Complaint Procedures)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records.

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5CCR 4921; 34 CFR 106.41)

When determining whether equivalent opportunities are available to both sexes in athletic programs, the Superintendent or designee shall consider, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the selection of sports and levels of competition offered effectively accommodate the interests and abilities of both sexes.

The athletic program shall be considered to effectively accommodate the interests and abilities of both sexes if it meets one of the following criteria: (Education Code 230)

- a. The interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.
  - b. When the members of one sex have been and are underrepresented among interscholastic athletes, the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex.
  - c. When the members of one sex are currently underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #b above, the district can demonstrate that the interest and abilities of the members of that sex have been fully and effectively accommodated by the present program.
2. The provision and maintenance of equipment and supplies
  3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
  4. Travel and per diem allowances
  5. Opportunities to receive coaching and academic tutoring
  6. Assignment and compensation of coaches and tutors
  7. Provision of locker rooms and practice and competitive facilities
  8. Provision of medical and training facilities and services
  9. Provision of housing and dining facilities and services
  10. Publicity
  11. Provision of necessary funds

## **Sportsmanship**

The Board supports the ideals of good sportsmanship, ethical conduct and fair play, and expects student athletes, coaches, spectators and others to demonstrate these principals during all athletics competitions.

In preparing for and participating in athletic competitions, students and staff shall abide by the core principles of trustworthiness, respect, responsibility, fairness, caring and citizenship, as adopted by the California Interscholastic Federation (CIF) in its publication “Pursuing Victory with Honor.”

Students and staff may be subject to disciplinary action for improper conduct. (cf. 3515.2) – Disruptions) (cf. 5144-Discipline) (cf. 5144.1-Suspension and Expulsion/Due Process)

## **California Interscholastic Federation**

The Board maintains membership in the California Interscholastic Federation (CIF) and requires that interscholastic athletic activities be conducted in accordance with Board policy, administrative regulation and CIF bylaws and rules. The Superintendent or designee shall have responsibility for the District interscholastic athletic program while the principal or designee at each participating school shall be responsible for the site-level decisions as appropriate.

Upon recommendation of the Superintendent, the Board shall annually designate an employee from each high school to serve as a representative to the local CIF league. Appointees shall represent the District in performing all duties required by the CIF league. In making this selection, the Board shall consider the employee’s understanding of the District’s goals for student learning and interscholastic and extracurricular activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the District, and individual interpersonal communication and leadership skills.

The Superintendent or designee shall ensure that the District representatives to CIF report regularly to the Board on league, section and statewide issues, as well as activities and prospective actions related to athletics.

## **Student Eligibility**

The first priority of student athletes shall be commitment to their education and academic achievement. Eligibility requirements for participation in the District’s interscholastic athletic program are the same as those set by the District for participation in extracurricular and co-curricular activities. (cf. 5111.1-District Residency) (cf. 5121-Grades/Evaluation of Student Achievement) (cf. 6145-Extracurricular and Co-curricular Activities) (cf. 6146.1-High School Graduation Requirements) (cf. 6162.52-High School Exit Examination)

In addition, the Superintendent or designee shall ensure that students participating in CIF league athletics satisfy any additional CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program.

### **Health and Safety**

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in the interscholastic athletic program. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries. (cf. 5131.61-Drug Testing) (cf. 5131.63-Anabolic Steroids) (cf. 5141.3-Health Examinations) (cf. 5141.6 – School Health Services) (cf.5143 - Insurance)

Coaches and appropriate District employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year. (cf. – 5142 – Safety)

In the event that an injury occurs, the coach or other appropriate district employee shall observe universal precautions and shall remove the student athlete from the activity and/or seek medical treatment for the student as appropriate. (cf. 4119.42/4219.42/4319.42-Exposure Control Plan for Bloodborne Pathogens) (cf. 4119.43/4219.43/4319.43-Universal Precautions) (cf. 5141 – Health Care and Emergencies) (cf. 5141.21-Administering Medication and Monitoring Health Condition) (cf. 5141.22 –Infectious Diseases)

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475) (cf. 5145.6 – Parental Notifications)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. (Education Code 49475)

The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.

The Superintendent or designee shall provide training to coaches, athletic trainers, and/or school nurses regarding concussion symptoms, prevention, and appropriate response.

(cf. 4127/4227/4327 – Temporary Athletic Team Coaches)

### **Parental Notifications**

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall send a notice to the student's parent/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator (cf. 1312.3 – Uniform Complaint Procedures)
2. Includes a copy of the Athletes' Bill of Rights pursuant to Education Code 271
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare (cf. 3530 – Risk Management/Insurance)
4. Provides information about insurance protection pursuant to Education Code 32221.5 (cf. 5143 – Insurance)
5. Request parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions. (cf. 3541.1 – Transportation for School-Related Trips)
6. States the Governing Board's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship (cf. 5144 – Discipline) (cf. 5144.1 – Suspension and Expulsion/Due Process)
7. Includes a copy of the local California Interscholastic Federation (CIF) league rules.
8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency. (cf. 5131.63 – Steroids)

Legal Reference:

EDUCATION CODE

200-261	Prohibition of discrimination on the basis of sex
270-271	Athletes Bill of Rights
17580-17581	Football equipment
32221.5	Required insurance for athletic activities
33353-33353.5	California Interscholastic Federation; implementation of policies, insurance program
33354	California Department of Education authority over interscholastic athletics
35160.5	District policies; rules and regulations
35179	Interscholastic athletics
48850	Interscholastic athletics; students in foster care
48900	Grounds for suspension and expulsion
48930-48938	Student organizations
49020-49023	Athletic programs; legislative intent, equal opportunity, apportionment, prohibited sex discrimination
49030-49034	Performance-enhancing substances
49458	Health examinations, interscholastic athletic program
49475	Health and safety, concussions and head injuries
51242	Exemption from physical education for high school students in interscholastic athletic program

PENAL CODE

245.6	Hazing
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CODE OF REGULATIONS, TITLE 5

4900-4965	Nondiscrimination in elementary and secondary education programs, especially: receiving state financial assistance
4920-4922	Nondiscrimination in intramural, interscholastic, and club activities
5531	Supervision of extracurricular activities of pupils
5590-5596	Employment of non-certificated coaches

UNITED STATES CODE, TITLE 20

1681-1688	Discrimination based on sex or blindness, Title IX
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CODE OF FEDERAL REGULATIONS, TITLE 34

106.31	Nondiscrimination on the basis of sex in education programs or activities
106.33	Comparable facilities
106.41	Nondiscrimination in athletic programs

## COURT DECISIONS

Mansourian v. Regents of University of California, (2010) 594 F. 3d 1095

Kahn v. East Side Union High School District, (2004) 31 Cal. 4<sup>th</sup> 990t

McCormick v. School District of Mamaroneck, (2004) 370 F. 3d 275

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

## Management Resources:

### CSBA PUBLICATIONS

Student Fees Litigation Update, Education Legal Alliance Advisory, May 20, 2011

A School Board Member's Guide to CIF and Interscholastic Sports, 1997

### CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

California Interscholastic Federation Constitution and Bylaws

A guide to Equity in Athletics

Acute Concussion Evaluation (ACE) Care Plan, 2006

Pursuing Victory with Honor, November 1999

### CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

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

Intercollegiate Athletics Policy Clarification: The Three-Part Test – Part Three, Dear Colleague letter, April 20, 2010

### WEB SITES

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

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

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources:  
<http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment:  
<http://www.nocsae.org>

U. S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>